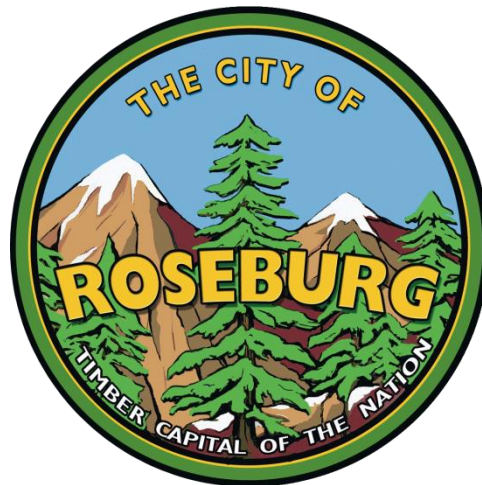


**CONTRACT DOCUMENTS  
FOR THE  
CONSTRUCTION OF**

**STEWART PARKWAY END PANEL REPAIR**

**PROJECT No: 19PW10**



**CITY OF ROSEBURG  
PUBLIC WORKS DEPARTMENT  
DOUGLAS COUNTY, OREGON**

**PREPARED BY:**

**DOWL, LLC**

**4275 Commercial Street, Suite 100**

**Salem, OR 97302**

**(503)-400-3287**

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**CITY OF ROSEBURG  
ADVERTISEMENT FOR BID**

Project Name: Stewart Parkway End Panel Repair  
Project Number: 19PW10

Project Description: The proposed work generally consists of furnishing all labor, equipment, materials and supervision for the construction of replacement of the bridge end panels of the Stewart Parkway Bridge # (Br. #26T09

Bids are due by 2:00 p.m. on Thursday March 25, 2021

All bids will be opened at 2:00 p.m.

Additional forms disclosing first tier subcontractors are due by 4:00 p.m.

No bids shall be received after this date and time.

Contact – Submit bids to:  
City of Roseburg City Recorder  
900 SE Douglas  
Roseburg OR 97470  
[bids@cityofroseburg.org](mailto:bids@cityofroseburg.org)

Address Technical Questions to:  
Jared Trowbridge, PE  
DOWL, LLC  
4275 Commercial Street, Suite 100  
Salem, OR 97302  
(503)-400-3287

**SOLICITATION DOCUMENTS:** Solicitation documents, including contract terms, conditions, specifications, all attachments and/or addenda for the Invitation to Bid are available for review at the above contact address. Bid documents will not be mailed to prospective bidders, but may be downloaded from the Oregon Procurement Information Network (ORPIN) through the following internet address: <http://orpin.oregon.gov/open.dll/welcome>. Bidders without access to ORPIN may download the documents at a Plan Center or the City of Roseburg's website at [www.cityofroseburg.org](http://www.cityofroseburg.org) under "Bidding Opportunities."

Bidders must be pre-qualified in accordance with the laws of Oregon and the Information to Bidders at least ten days prior to the date of bid opening, Bidders must be licensed with the Oregon Construction Contractors Board and comply with City of Roseburg Municipal Code.

The resulting public works contract is subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 to 3148). No bid will be considered unless the bid contains a statement that the bidder will comply with the provisions of ORS 279C.840 (Prevailing Wage Rates).

## INVITATION TO BID

The City of Roseburg will receive sealed bids or bids submitted via email marked "**Bid for Stewart Parkway End Panel Repair, Project # 19PW10**" until the hour of 2:00 p.m. on **Thursday, March 25, 2021**, at which time they will be publicly opened and read in person or virtually. If opened virtually, a link will be posted on the City's website at <https://www.cityofroseburg.org/bidding> no later than 24 hours prior to the opening. When required by ORS 279C.370, bidders must submit a list of their first-tier subcontractors providing labor, or labor and materials, no later than 4:00 p.m. that same day. Bids shall be addressed and delivered to Amy L. Sowa, City Recorder, City Hall, 900 SE Douglas Avenue, Roseburg, Oregon 97470, or emailed to [bids@cityofroseburg.org](mailto:bids@cityofroseburg.org). Any and all bids received after the 2:00 p.m. deadline for submission, or for which the list of first-tier subcontractors has not been submitted by 4:00 p.m. that same day, shall be considered nonresponsive and returned to the bidder. All bidders must list their "Construction Contractors Board" or "State Landscape Contractors Board" license number as required by ORS 701.021 or 671.530 on the bid form.

The proposed work generally consists of furnishing all labor, equipment, materials and supervision for the construction of replacement of the bridge end panels of the Stewart Parkway Bridge # (Br. #26T09). The bids will be evaluated as unit price pursuant to OAR 137-049-0380(2)(b). The proposed work will require the bidder to meet the highest standards prevalent in the industry or business related to the work to be performed. Failure to meet such standards may result in a reduction or withholding of payment; require bidder to provide, at bidder's own expense, additional work required to meet such standards; or termination of the contract, with damages being sought. Technical questions regarding the work to be performed should be addressed to:

Jared Trowbridge, PE.  
DOWL LLC,  
4275 Commercial Street  
Salem, OR 97302  
Phone (503) 400-3287  
[JTrowbridge@dowl.com](mailto:JTrowbridge@dowl.com)

Bids must be accompanied by a certified check, cashier's check, irrevocable letter of credit or Bid Bond in an amount equal to not less than ten percent (10%) of the total amount of the bid. Bidders shall state as part of the bid that the provisions of ORS 279C.800 to 279C.870 (Prevailing Wage Rates) shall be complied with; provided however, if the project is subject to the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) or if the project is subject to both the state and federal prevailing rates of wage, the bid must contain a statement by the bidder that contractor and every subcontractor shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the project. Bidders must also certify as part of the bid that the requirements of ORS 279C.505(2) (Employee Drug Testing Program) shall be complied with. Bidders must be pre-qualified in accordance with the laws of Oregon and the Information to Bidders. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Bidders are not required to be licensed under ORS 468A.720 (Asbestos Abatement). However, the successful bidder shall at all times during the project provide qualified staff on site that is able to identify asbestos

containing material. Bidders are hereby notified there are underground pipelines and structures containing asbestos within the City of Roseburg. If any such material is encountered during the project, the bidder shall thereupon be required to notify the City and comply with all requirements of applicable laws and regulations. Unless exempt under ORS 279C.800 to 279C.870, the successful bidder must file a \$30,000 Public Works Bond with the Construction Contractors Board prior to beginning work on the project, and certify that all sub-contractors have also filed such bond. Bidders must agree to use recyclable products to the maximum extent financially feasible. **Bidders with 50 or more employees and for contracts over \$500,000, are required to possess a certificate issued by the Department of Administrative Services for completion of pay equity training (NEW).**

The City of Roseburg may reject any bid not in compliance with all public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), may waive any irregularities, and may reject for good cause any or all bids upon a finding of the City it is the public interest to do so. The City may also cancel this invitation in accordance with OAR 137-049-0270.

Dated this 4<sup>th</sup> day of March, 2021.

**CITY OF ROSEBURG, DOUGLAS COUNTY, OREGON**  
**/s/ Amy L. Sowa, City Recorder**

## **INFORMATION TO BIDDERS**

### **1. FORM OF BID**

All bids must be made upon the blank Bid Form attached hereto and must give a price for each item and an aggregate amount or a lump sum price as required in the Bid Form.

The City reserves the right to reject any or all bids or to accept the bid deemed in the best interest of the City. Without limiting the generality of the foregoing, the City may reject any bid which is incomplete, obscure or irregular; which omits any one or more items in the price sheet; in which unit prices are obviously unbalanced; or which is accompanied by an insufficient or irregular Bid Bond.

The bidder shall sign the Bid Form in the blank space provided therefore. All bids must contain the bidder's tax identification number. Bids made by a corporation, general or limited partnership, or L.L.C., shall contain the name and address of such organization, together with names and addresses of officers, partners or managing members. If the bid is made by a corporation, it must be signed by one of the corporate officers with the authority to sign for the corporation; if made by a partnership, by one of the partners.

All bids must be submitted at the time and place, and in the manner prescribed in the Invitation to Bid.

### **2. BID PROTEST; REQUEST FOR CHANGE OR CLARIFICATION**

A bidder may protest, or request a change in items in the bid documents, including contract terms and conditions or specifications, by filing a written protest with the City not less than ten (10) calendar days prior to the bid submission deadline. Such written protest or request for change must include a detailed statement of the grounds for the protest and a statement of the desired changes to the contract terms and conditions or specifications.

The City shall not consider a bidder's protest or request for change after the deadline for submitting such protest or request. The City shall provide notice to the bidder if it entirely rejects the bidder's protest or request for change. If the City agrees with the bidder's protest or request, in whole or in part, the City shall issue a written Addendum to the bid documents or specifications.

Prior to the deadline for submitting a written protest or request for change, a bidder may request that the City clarify any provision of the bid documents. The City's clarification to a bidder, whether orally or in writing, shall not change the bid documents and is not binding on the City unless the City amends the bid documents by issuing a written addendum.

If a written addendum is issued by the City, all bidders must provide written acknowledgement, with their bids, of receipt of all issued addenda.

### **3. CONTRACT DOCUMENTS**

The Contract Documents for this Project consist of, but are not necessarily limited to, the Invitation to Bid, Information to Bidders, Bid Form, Construction Contract including Exhibit "A" Standard City Contract Provisions, First-Tier Subcontractor Disclosure Form, Drug Testing Program Certification Form, Bidder's Responsibility Form, Performance Bond, Payment Bond, Public Works Bond Filing Certification form (when required), Pay Equity Compliance Certification (when applicable), General Conditions, Technical Provisions, Special Conditions, Standard Drawings, Specifications and Plans and Supplemental Specifications, all as required for the full execution and satisfactory completion of the Project. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the City, in writing, an interpretation thereof. Any interpretation of said Contract Documents shall be made only in writing by the City.

### **4. ESTIMATE OF QUANTITIES**

The estimate of quantities of work to be done as stated in the Bid Form, although stated with as much accuracy as possible, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurement of the work actually performed and paid at the unit price bid, regardless of the amount of increase or decrease in the estimated quantities as specified in the Contract Documents. The City reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

### **5. CONSTRUCTION CONTRACTORS' BOARD - STATE LANDSCAPE CONTRACTORS' BOARD**

All contractors bidding on public contracts must be licensed with the Construction Contractors' Board or the State Landscape Contractors Board as required by ORS 701.021 or 671.530. Bids must be identified with the Contractors' Board license number. No bids will be considered without this information.

### **6. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS**

When a public improvement contract value is greater than \$100,000, all bidders are required to disclose information about first-tier subcontractors, providing labor or labor and materials, when the contract amount of such first-tier subcontractor is equal to or greater than:

- 1) 5% of the project bid, or \$15,000, whichever is greater; or
- 2) \$350,000 regardless of the percentage of the total bid.

Bidders must disclose the following information about such subcontracts, on the First-Tier Subcontractor Disclosure Form provided by the City and included herein, within two hours of the bid submission deadline:

- 1) The subcontractor's name;
- 2) The subcontract dollar value; and
- 3) The category of work to be performed by the subcontractor.

Any bidder not using subcontractors subject to the above disclosure form, must write "NONE" on the Disclosure Form and sign and submit the form. The City will reject a bid if the bidder fails to submit the Disclosure Form before the deadline.

## **7. DRUG TESTING PROGRAM**

ORS 279C.505(2) requires public improvement contracts to include a provision requiring contractors to demonstrate that they have an employee drug and alcohol testing program in place. All bidders are required to certify, on the Drug Testing Program Certification Form provided by the City and included herein, that they have such program in place. This certification will become part of the Contract if awarded and contractor will be required to maintain such program throughout the performance of the Contract. Failure to maintain a program shall constitute a material breach of the Contract.

## **8. PROMPT PAY POLICY - TIMELY PROGRESS PAYMENTS**

ORS 279C.570 and 279C.580 require prompt payment to contractors and subcontractors and provides for settlement of compensation disputes between the parties. The City is required to automatically calculate and pay interest on invoices from the contractor when payments become overdue. The interest commences thirty (30) calendar days after receipt of the invoice from the contractor, or fifteen (15) calendar days after the payment is approved by the City, whichever is earlier. The rate of interest charged to the City on the amount due shall equal three times the discount rate on 90-day commercial paper, but shall not exceed 30 percent.

The City is also required to ensure that the contractor includes a clause in each subcontract that obligates the contractor to pay first-tier subcontractors for satisfactory performance under its contract. Contractors must pay subcontractors within ten (10) calendar days of receiving payment from the City. Contracts between primary contractors and subcontractors must also contain an interest penalty clause that obligates the contractor, if payment is not made to the subcontractor within thirty (30) calendar days after receipt of payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the subcontract payment clause. The contractor is also required to ensure that first-tier subcontractors include these requirements in each of its subcontracts with lower-tier subcontractors or suppliers.

If requested in writing by a first-tier subcontractor, within ten (10) calendar days after receiving the request, the contractor must provide the first-tier subcontractor, a copy of that portion of any invoice or request for payment submitted to the City, or pay document provided by the City to the contractor, specifically related to any labor or materials supplied by the first-tier subcontractor.

## **9. PRE-QUALIFICATION OF BIDDERS**



When required, bidders shall pre-qualify under ORS 279C.430 and 279C.435, and shall submit the information requested on the form furnished by the City. This information shall be submitted at least ten (10) calendar days prior to the date of bid opening. Bidder qualifications are approved on a calendar year basis and must be renewed annually by filing a new pre-qualification application and obtaining approval after January 1 of each year. The City will accept the approval of qualifications granted from the Department of Transportation and the Department of Administrative Services, including the time periods used by those agencies.

**10. BID BOND, PUBLIC WORKS BOND, PAYMENT BOND AND PERFORMANCE BOND**

A Bid Bond, Public Works Bond Filing Certification, Payment Bond and Performance Bond shall be provided as specified in Subsection 5.4 of the General Conditions. No waivers, special requirements or emergency provisions have been established for this Contract.

**11. PAY EQUITY COMPLIANCE CERTIFICATION (NEW)**

ORS 279A.167 requires businesses with fifty (50) or more employees, and a contract valued at more than \$500,000, to provide proof they are properly trained on Oregon's pay equity laws. A certificate proving the contractor has completed the training shall be provided as specified in Subsection 26 of the "Bid Form".

**12. HIGHEST STANDARDS OF WORK AND CONSEQUENCES FOR FAILURE**

The work to be performed must meet the highest standards prevalent in the industry or business most closely related to the work to be performed. Failure to meet such standards may result in consequences including, but not limited to a reduction or withholding of payment; a requirement that bidder perform, at bidder's own expense, additional work required to meet such standards; or termination of the contract, with damages being sought.

**13. CONDITIONS OF WORK**

Bidders must make their own determination of the nature of the work proposed under this Contract, the local conditions which can be encountered in this area, and all other matters which can in any way affect the work proposed under this Contract. It shall also be the bidder's responsibility to be thoroughly familiar with the Contract Documents. Failure to make the examination necessary for this determination or to examine any form, instrument or document of the Contract shall not release the bidder from the obligations of this Contract.

**14. REVIEW OF BIDS; BASIS FOR AWARD; NOTICE OF INTENT TO AWARD; AND RIGHT TO PROTEST AWARD**

In reviewing all bids received and determining the lowest responsible bidder, the City reserves the right to take into account and give reasonable weight to the extent of the

bidder's experience on work of the nature involved, on the bidder's record as to dependability in carrying out of contracts, and evidence of present ability to perform the Contract in a satisfactory manner.

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract, to complete the work contemplated therein, and to do so in a timely manner. The City specifically reserves the right to reject a bid from a bidder who, at the time bids are opened, has failed to complete work in a timely manner under a contract previously awarded to the bidder by the City. Conditional bids will not be accepted.

In accordance with ORS 279A.120(2)(b), in determining the lowest responsible bidder, the City shall, for the purpose of awarding the Contract, add a percentage increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

Within forty-five (45) calendar days after the bid opening, the City will accept one of the bids or reject all of the bids received. If the City intends to accept one of the bids, it shall issue a Notice of Intent to Award the Contract to all bidders. The City's award will not be final until seven (7) calendar days after the date of the notice if no protest is filed; or if a protest is filed, until the City provides a written response to all timely-filed protests that denies the protest and affirms the award.

A bidder may submit a formal written protest to the City's Notice of Intent to Award the Contract within seven (7) calendar days of the date of the City's Notice of Intent. The written protest must specify the grounds upon which the protest is based and must show that the protesting party is an adversely affected or aggrieved bidder. A bidder is adversely affected or aggrieved only if the bidder is eligible for award of the Contract as the responsible bidder submitting the lowest responsible bid, is next in line for award and claims that all lower bidders are ineligible for award in accordance with law.

Such protest must be submitted to the City Recorder, 900 SE Douglas, Roseburg, OR 97470 or by email at [info@cityofroseburg.org](mailto:info@cityofroseburg.org). Any protest received after the 7-day deadline will not be considered. The City Recorder shall forward such protest to the City Manager who shall have the authority to settle or resolve the protest by written decision.

## **15. EXECUTION OF CONTRACT, BONDS AND DAMAGES FOR FAILURE TO EXECUTE**

The bidder whose bid is accepted will be required to appear within ten (10) calendar days after notice that the Contract has been awarded to bidder and to execute the Contract with the City for the full and complete performance of all work specified, and as required by Subsection 5.4 of the General Conditions, deliver the Public Works Bond Filing Certification form, the Payment Bond to assure payment of the obligations

incurred in the performance of the Contract and the Performance Bond and to ensure performance of the Contract.

Should the successful bidder fail or refuse to execute the Contract and furnish the Public Works Bond Filing Certification form, Payment Bond and/or Performance Bond when required, then the Bid Bond deposited by said bidder shall be retained by the City as liquidated damages.

**16. COMMENCEMENT DATE AND EXPIRATION DATE OF CONTRACT**

This Contract shall be in effect from the time the Contract is signed until the Project is completed. The Contractor must be capable of commencing construction on the work contemplated in the Contract Documents within ten (10) calendar days after the execution of the Contract and receipt of the City's notification to proceed and shall complete the same within the time specified in the bid.

**17. DURATION OF BIDS; RETURN OF BID BONDS**

All bids will be binding until the later of:

- 1) the day the contract is executed; or
- 2) sixty (60) calendar days after the date of bid opening.

Bid bonds will be returned to unsuccessful bidders not later than the date on which the bids are no longer binding.

**18. PUBLIC RECORDS**

These Contract Documents and each bid received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City Recorder; provided however, such records shall not be disclosed until after the notice of intent to award the contract has been issued.

**19. RECORDS REVIEW; CONFIDENTIALITY**

After notice of intent to award the resulting contract has been issued, all bids shall be available for public inspection except for those portions of a bid that the bidder designates in its bid as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The bidder shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, models or catalog numbers of items offered, scheduled delivery dates and terms of payment are not confidential, and shall be publicly available regardless of a bidder's designation to the contrary.

**20. MATERIALS CONTAINING ASBESTOS**

Materials containing asbestos may be present in underground pipe systems. All appropriate Federal, State, County and Municipal rules, regulations and guidelines must be followed when working with asbestos containing material. Non friable material must be handled, transported and disposed of in a way that prevents it from becoming friable and releasing asbestos fibers. If AC pipe is shattered, damaged or badly weathered, it is considered to be friable and will likely release asbestos fibers. A DEQ licensed asbestos abatement contractor using DEQ certified workers must remove all friable asbestos material. Any and all permits and fees that are required by the DEQ, Douglas County and any other regulatory agency must be obtained and paid for by the Contractor prior to disposing of the asbestos containing material. For information about asbestos rules, contact the DEQ Western Region office in Medford, Oregon.

## **BIDDER'S CHECK LIST**

**Bidder's attention is called to the following forms, which must be executed in full as required with the bid:**

- A. BID FORM(S):** Each bidder shall complete the bid form(s). Prices must be shown in the spaces provided and must be expressed in figures.
- B. BID BOND:** This form is to be executed by bidder and bidder's Surety. The amount of cash, certified check, cashier's check, irrevocable letter of credit or Bid Bond shall not be less than 10% of the total Bid amount.
- C. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM:** When required by law, this form must be submitted by the bid submission deadline, at which time bids will be opened and read, or within two (2) working hours of such submission deadline. If no subcontractors for labor or for labor and materials will be used, the bidder must write "NONE" on the disclosure form, sign and submit the form as required. Failure to submit this form within two hours of the bid submission deadline will result in the bid becoming non-responsive and such bid will be returned to the bidder.
- D. DRUG TESTING PROGRAM CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.
- E. PUBLIC WORKS BOND PRE-BID NOTICE & CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate contractor's awareness of and intended compliance with the requirement to file a Public Works Bond with the Construction Contractors Board prior to beginning work on the project if awarded the bid.
- F. PAY EQUITY COMPLIANCE CERTIFICATION FORM (NEW):** If applicable pursuant to Section 11 of "Information for Bidders", this form must be submitted with the bid to demonstrate contractor has completed required training regarding pay equity and the prohibition against discrimination in compensation or wage benefits.

**The following forms are to be executed after the Contract is awarded, prior to beginning work on the project:**

- A. CONSTRUCTION CONTRACT:** This agreement is to be executed by the successful bidder.
- B. PERFORMANCE BOND AND PAYMENT BOND:** Both a Performance Bond and a Payment Bond are to be executed by the successful bidder and bidder's Surety Company and submitted at the time the Contract is executed.
- C. PUBLIC WORKS WAGE CERTIFICATION FORM:** This form is to be completed in accordance with state law and submitted monthly during the duration of the contract, by the fifth business day of the following month, with request for payment.
- D. CERTIFICATE OF INSURANCE:** This certificate is to be executed by the successful bidder and bidder's insurance company and submitted at the time the Contract is executed.
- E. PUBLIC WORKS BOND FILING CERTIFICATION:** This form is to be executed by the successful bidder and submitted at the time the Contract is executed to certify if

Contractor has filed the required Public Works Bond or elected not to file the Bond due to qualifying under ORS 200.055.

## BID FORM

**City of Roseburg  
900 SE Douglas Avenue  
Roseburg, Oregon 97470**

The undersigned bidder has carefully examined the Contract Documents for the construction of the

**Stewart Parkway End Panel Repair**  
**Project # 19PW10**

referred to in the Invitation to Bid dated March 4, 2021, inviting bids on such Project and also the site of the Project. Bidder will provide all necessary labor, equipment, tools, apparatus and other means of construction, do all the work and furnish all the materials called for by said Contract Documents in the manner prescribed therein to provide a complete Project.

The undersigned bidder understands that the quantities of work as shown herein are approximate only, unless noted otherwise, and are subject to increase or decrease. The bidder offers to perform the work, at the unit price stated in the following schedule, whether the quantities are increased or decreased.

BASE BID						
Item No.	Spec.	Description	Qty	Unit	Unit Cost (in figures)	Estimated Total Price (in figures)
1	00210	MOBILIZATION	1	LS		
2	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3	00280	EROSION CONTROL	1	LS		
4	00290	POLLUTION CONTROL PLAN	1	LS		
5	00305	CONSTRUCTION SURVEY WORK	1	LS		
6	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
7	00330	GENERAL EXCAVATION	60	CY		
8	00331	12 INCH SUBGRADE STABILIZATION	45	SY		
9	00350	SUBGRADE GEOTEXTILE	65	SY		
10	00501	BRIDGE REMOVAL WORK	1	LS		
11	00510	STRUCTURE EXCAVATION	1	LS		
12	00510	GRANULAR STRUCTURE BACKFILL	1	LS		
13	00545	REINFORCED CONCRETE BRIDGE END PANELS	210	SY		
14	00584	ELASTOMERIC CONCRETE NOSING	97	LF		
15	00585	COMPRESSION SEALS	1	LS		
16	00587	TYPE "F" CONCRETE RAIL TRANSITION, MODIFIED	1	LS		
17	00587	TYPE "F" CONCRETE RAIL, MODIFIED	1	LS		
18	00620	COLD PLANE PAVEMENT REMOVAL, 6 INCHES DEEP	70	SY		
19	00640	AGGREGATE BASE	65	TON		
20	00744	LEVEL 3, 1/2 INCH ACP MIXTURE	41	TON		
21	00759	MONOLITHIC CURB AND SIDEWALKS, MODIFIED	210	SF		
22	00810	EXTRA FOR METAL BEAM RAIL BEHIND POSTS	25	LF		
23	00810	GUARDRAIL, TYPE 3	13	LF		
24	00810	GUARDRAIL TRANSITION	1	EA		
25	00865	THERMOPLASTIC, EXTRUDED, SURFACE, PROFILED	2805	LF		

**BID TOTAL:**

**\$** \_\_\_\_\_

\*Abbreviations (**Add other abbreviations as required for the project**):

LS – Lump Sum

CY – Cubic Yard

EA – Each

LBS – Pounds

LF – Lineal Feet

IN – Inches

SY – Square Yard

TONS – Tons

**The undersigned also declares and agrees as follows:**



1. That the only persons or parties interested in this bid are those named herein, that the bid is in all respects fair and without fraud, and that it is made without any connection or collusion with any person making another bid on this Contract.
2. That the bidder, and any subcontractor upon which the bidder is relying, have carefully examined and had an opportunity to comment on, the Contract Documents for the construction of the proposed improvements including a full set of the plans and specifications, including all addenda thereto; that bidder has personally inspected the contemplated construction area or areas; that bidder is satisfied as to the adequacy and completeness of the plans and specifications, the feasibility of the work described therein, quantities of materials, items of equipment and conditions of work involved, including the fact that the description of work and materials as included herein are approximate only; and that this bid is made according to the provisions and under the terms of the Specifications which are hereto attached and hereby made a part of this bid.
3. All of the Specifications and Plans which are listed herein have been examined by the undersigned bidder and the terms and conditions thereof are hereby accepted.
4. It is understood that the Plans may be supplemented by additional Drawings and Specifications in explanation and elaboration of the Plans and it is agreed that such Supplemental Drawings, when not in conflict with those referred to in Paragraph 3 above, will have the same force and effect as if completed and attached hereto, and that when received, will be considered a part of the Contract Documents.
5. It is understood that all work will be performed under the price schedule outlined herein and that all services, materials, labor and equipment and all work necessary to complete the Project in accordance with the Plans and Specifications shall be furnished for the prices named in the bid. If there is a change in the scope of work or work which cannot be properly classified under the price schedule then bidder agrees to do this work as "extra work". The undersigned bidder agrees to do any extra work and furnish materials, and to accept as full compensation therefore at such prices as may be agreed upon in writing by the City and the Contractor before extra work begins. Each party binds itself to agree to reasonable prices.
6. It is understood the work to be performed must meet the highest standards prevalent in the industry or business most closely related to the work to be performed. It is further understood that failure to meet such standards may result in consequences including, but not limited to, a reduction or withholding of payment; a requirement that bidder perform, at bidder's own expense, additional work required to meet such standards; or termination of the contract, with damages being sought.
7. The bidder agrees that if this bid is accepted, the bidder will, within ten (10) calendar days after the notification of acceptance, execute the Construction Contract with the City in the form of Contract specified, and will, at the time of execution of the Contract, deliver to the City the Performance Bond, Payment Bond and Public Works Bond Filing Certification form as required herein, and will furnish all the materials necessary to

complete the Project in the manner, in the time and according to methods as specified in the Specifications and required by the City.

8. The cash, certified check, cashier's check, irrevocable letter of credit or Bid Bond shall be payable to the City to the extent of 10% of the amount of the bid in case this bid is accepted by the City and the undersigned shall fail or refuse to execute the Contract and furnish a Payment Bond, a Performance Bond or the Public Works Bond Filing Certification form as required by the Specifications within the time limit named therein after notification that said bid is accepted, all in accordance with the provisions of this bid and the Plans and Specifications which are a part hereof.
9. All items for the Contract for which forms are provided herein have been completed in full by the showing of prices for each and every item thereof, and for the showing of other information indicated by the Bid Form.
10. Bidder agrees to begin work within ten (10) calendar days after the execution of the Contract proposed herein and receipt of the City's notification to begin work and to complete work in all respects within **ninety (90)** calendar days after "Notice to Proceed" has been issued by the City.
11. In the event the bidder is awarded the Contract and fails to complete the Project within the time limit or extended time agreed upon, as more specifically set forth in the General Conditions, liquidated damages shall be paid to or withheld by the City pursuant to Paragraph 4 of the Construction Contract (Time of Performance - Liquidated Damages) at the rate of **one thousand Dollars (\$1,000.00)** per day, until the Project has been completed as provided in the General Conditions.
12. The undersigned bidder hereby states, as part of this bid, that the applicable provisions of Oregon's Prevailing Wage Law (ORS 279C.800 to 279C.870) and the Federal Prevailing Wage Law (Davis-Bacon Act, 40 U.S.C. 3141-3148), shall be complied with. When the Project is subject to both the State and Federal Prevailing Wage Laws and rates, workers in each trade will be paid the higher of the two rates.
13. The undersigned bidder and bidder's subcontractors shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.
14. The undersigned bidder hereby states, as part of this bid, that bidder shall comply with ORS 279C.505(2) which requires bidder to have an employee drug testing program in place.
15. The undersigned bidder and bidders' subcontractors shall comply with ORS 279C.570 and 279C.580, which require timely progress payments for public improvement projects and provide interest penalties for late payment.
16. The undersigned bidder hereby states, as part of this bid, bidder and bidder's subcontractors shall comply with the provisions of Exhibit "A" - "Standard City Contract Provisions".

17. If the bidder is awarded the Contract for this work, the name and address of the Surety who will provide the Payment Bond, Performance Bond and Public Works Bond (if required) will be:\_\_\_\_\_.
18. The name and address of the bidder who is submitting this bid is: \_\_\_\_\_, which is the address to which all communications pertinent to this bid and the Contract shall be sent. The bidder's email address is:\_\_\_\_\_.
19. The names of the principal officers of the corporation submitting this bid or of the partnership, or of all parties interested in this bid as principals are as follows: \_\_\_\_\_.
20. The undersigned bidder acknowledges that Addenda No. \_\_\_\_\_ through \_\_\_\_\_ have been delivered to bidder and have been examined as part of the Contract Documents.
21. In the prosecution of this work, the bidder proposes to use the subcontractors listed on the First-Tier Subcontractor Disclosure Form presented within two working hours of the bid submission deadline as set forth in the Invitation to Bid. Any bidder not using subcontractors subject to the above referenced Disclosure Form shall indicate "NONE" on the Disclosure Form and sign and submit the form as required.
22. Declaration of Residency: I "am" or "am not" (circle one) a "resident bidder"\* as defined by ORS 279A.120, a contractor that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279A.120.
23. The bidder's Construction Contractors Board License Number or Landscape Contractors Board License Number is: \_\_\_\_\_.
24. Bidder's Tax Identification Number: \_\_\_\_\_. Email:\_\_\_\_\_.
25. Public Works Bond: If the bid is accepted, prior to beginning work on the project, the bidder will file with the Construction Contractors Board, a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon; and before permitting a subcontractor to begin work on the project, the bidder will verify that the subcontractor has also filed the aforementioned bond. If the bidder, as a certified disadvantaged, minority, women or emerging small business enterprise, elects not to file the Public Works Bond, bidder will file written verification of such certification with the Construction Contractors Board and provide the Board and the City of Roseburg with notice of such election.
26. **If applicable** pursuant to Section 11 of "Information for Bidders", the undersigned bidder hereby states, as part of this bid, that bidder has completed pay equity compliance training and received a certificate of completion from the Oregon Department of Administrative Services. **(NEW)**

**If sole Proprietor or Partnership:**

In witness hereto, the undersigned as set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Printed name of bidder: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Title: \_\_\_\_\_

**If Corporation:**

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2021.

Name of Corporation: \_\_\_\_\_

Printed name of person signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

## STANDARD BID BOND

We, \_\_\_\_\_, "as Principal,"  
(Name of Principal)  
and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Roseburg ("Obligee") the sum of (\$\_\_\_\_\_) dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligees procurement document (No. \_\_\_\_\_) for the project identified as:

\_\_\_\_\_ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document and ORS 279C.365(5) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond, payment bond and public works bond as required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL: \_\_\_\_\_ SURETY: \_\_\_\_\_

By \_\_\_\_\_ BY ATTORNEY-IN-FACT:  
Signature

\_\_\_\_\_  
Official Capacity Name

Attest: \_\_\_\_\_  
Corporation Secretary Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Email

## FIRST TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### **Instructions for First-Tier Subcontractor Disclosure:**

Bidders are required to disclose information regarding certain first-tier subcontracts (ORS 279C.370). Specifically, when the contract amount of a first-tier subcontract furnishing labor or labor and materials would be great than or equal to: (1) 5% of the project bid, but at least \$15,000; or (2) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its bids submission, or within two hours after bid closing:

- (A) The subcontractor's name;
- (B) The category of work that the subcontractor would be performing; and
- (C) The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

**THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (OAR 137-049-0360).**

*\* The subject form is on the following page.*

## FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECT NAME:** \_\_\_\_\_

**BID#:** \_\_\_\_\_

**BID CLOSING: DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

This form must be submitted at the location or email specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below: the name of each subcontractor that will be furnishing labor or labor and materials and is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

**Form submitted by (bidder name):** \_\_\_\_\_

**Contact name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

\*\*\*\*\*

**Form Received in the City Recorder's Office:**

**Time:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **By:** \_\_\_\_\_

**EMPLOYEE DRUG TESTING PROGRAM  
CERTIFICATION FORM**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

ORS 279C.505 (2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505(2). If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that at a minimum, requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

**Signature:** \_\_\_\_\_

**Printed Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**PAY EQUITY COMPLIANCE TRAINING  
CERTIFICATION FORM  
(NEW)**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

ORS 279A.167(1) provides that the Oregon Department of Administrative Services shall establish a program to certify that a person that intends to submit a bid or proposal for a public contract understands the prohibition set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payments. Following completion of the course, a certificate of completion will be provided. This certification is recommended for ANY contractor in the state of Oregon, and **required for any contractor who employs fifty (50) or more people, and for a contract valued at more than \$500,000**. Information on how to receive this certification can be found by clicking [here](#).

To induce the City to award the Contract to the Bidder when the certification is required, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. That Bidder has completed the training on pay equity as outlined in ORS 652.220; and
2. A copy of the Certificate of Completion of the pay equity compliance training will be available for inspection by the City at any time upon the City's request.

In Witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

**Signature:** \_\_\_\_\_

**Printed Name, Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF ROSEBURG**  
**PUBLIC WORKS BOND - PRE-BID NOTICE AND CERTIFICATION**

I, the undersigned contractor, hereby certify that if awarded the contract for which I am submitting this bid, prior to beginning work on such Project, unless exempt under ORS 279C.800 to 279C.870, I will file with the Construction Contractors Board, a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon. I further certify that before permitting a subcontractor to start work on the Project upon which I am submitting this bid, I will verify that the subcontractor has also filed such Public Works Bond or has elected not to file such bond as allowed by state law. The Public Works Bond shall provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond shall be a continuing obligation and remain continuously in effect.

If, as a contractor, I qualify as a disadvantaged, minority, women, disable veteran or emerging small business enterprise certified under ORS 200.055 and I have elected not to file the aforementioned Public Works Bond, I hereby certify that I will file written verification of such certification with the Construction Contractors Board. I also certify that before beginning any work on the Project, I will provide the City of Roseburg and the Construction Contractors Board written notice that I have elected not to file the Public Works Bond. If so certified under ORS 200.055, I understand that my election not to file the Public Works Bond will expire one year from the date it was filed and that a claim for unpaid wages may be filed against the payment bond I submitted on the Project.

I further certify that I understand the Public Works Bond described above is in addition to any other bond that I am required to provide, or that may be required of a subcontractor, for this Project.

**Project Name:**\_\_\_\_\_

**Project Number:**\_\_\_\_\_

**Contractor's Printed Name:**\_\_\_\_\_

**Contractor's Signature:**\_\_\_\_\_

**Dated:**\_\_\_\_\_

**CITY OF ROSEBURG  
CONSTRUCTION CONTRACT  
[PROJECT #]**

Dated: \_\_\_\_\_

Parties:      City of Roseburg      ("CITY")  
                 A municipal corporation in the State of Oregon  
                 900 SE Douglas Avenue  
                 Roseburg, OR 97470

and

[Name of Company]      ("CONTRACTOR")

Additional Independent Contractor Information:

- A. Type of Entity: ☐ Sole Proprietorship   ☐ Partnership   ☐ Limited Liability Company   ☐ Corporation
- B. Address:
- C. Telephone:
- D. Fax No:
- E. Email:
- F. Construction Contractor Board No.

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ hereinafter called the "Contractor", and the City of Roseburg, a municipal corporation of the State of Oregon, hereinafter called the "City".

**WITNESSETH**

That the Contractor and City, for the consideration hereinafter described agree as follows:

**1.      WORK TO BE PERFORMED.** The Contractor agrees to do all the work and furnish all necessary labor, materials, tools and equipment for the completion of the **Stewart Parkway End Panel Repair, Project No. 19PW10** in accordance with the bid made by the Contractor on the 25<sup>th</sup> day of March, 2021, all in full compliance with the Contract Documents referred to herein, and guarantees all materials and workmanship for one year after acceptance of the project.

**2.      CONTRACT DOCUMENTS.** The Contract Documents include the City's Invitation to Bid, Information to Bidders, the Bid Form signed by the Contractor, this Construction Contract with Exhibit A, First-Tier Subcontractor Disclosure Form, Drug Testing Program Certification Form, Bidder's Responsibility Form, Performance Bond, Payment Bond, Public Works Bond Filing Certification form (when required), General Conditions, Technical Provisions, Special Conditions, Standard Drawings, Specifications and Plans and Supplemental Specifications, all

as required for the full execution and satisfactory completion of the work. All of the Contract Documents are incorporated herein by this reference and made a part of this Contract.

3. **PAYMENT.** In consideration of the faithful performance of the work herein described, the City agrees to pay the Contractor **(insert cost/bid amount)** as payment in full per the provisions of the Contract Documents.

4. **TIME OF PERFORMANCE - LIQUIDATED DAMAGES.** The Contractor shall commence work under this Contract upon receiving notification to proceed from the City. The Contractor agrees that the work under this Contract shall be completed within **ninety (90)** calendar days after notification to begin work. If the Contractor fails to complete the Project within the time hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be paid to or withheld by the City at the rate of **one thousand dollars (\$1,000.00)** per day until the Project is completed. It has been agreed that the damages arising from a delay in completion would be difficult to ascertain with any degree of accuracy, even after the Project is completed. It has also been agreed that the amount of liquidated damages specified herein is a reasonable forecast of just compensation for the harm that will be caused by a delay in completion of the Project. Any such sum which the Contractor may be obligated to pay under the terms of this Paragraph is paid as liquidated damages, and not as a penalty.

5. **COMPLIANCE WITH LAW.** The Contractor shall comply with all local, state and federal laws, ordinances and regulations applicable to contracts covering municipal contracts, and shall make prompt payment of all amounts that may be due from said Contractor in the way of taxes, other governmental charges or lawful deductions, and shall make prompt payment of all labor and materials and shall save the City harmless from any damages or claims whatsoever in the performance of the Contract. Contractor and all subcontractors agree to comply with the City's Standard Contract Provisions, attached as Exhibit A and incorporated herein by this reference, and Roseburg Municipal Code Regulations relating to business registration.

6. **NOTICE.** Any notice required or permitted by this Contract must be delivered and served personally, or alternatively, deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the parties as shown below:

**CITY:**  
City of Roseburg  
ATTN: City Manager  
900 SE Douglas Avenue  
Roseburg OR 97470

**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notice, if mailed within the State of Oregon, shall be deemed delivered upon the second day following the date postmarked. If mailed outside the State of Oregon, notice shall be deemed delivered upon the fifth day following the date postmarked.

7. **GOVERNING LAW; VENUE LOCATION.** Oregon law shall be applied to all actions relating to the Contract, and the venue in any such action shall lie in the Circuit Court of Douglas County, Oregon.

**IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.**

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
**Nicole Messenger**  
**City Manager**

\_\_\_\_\_  
**(Authorized Signature)**  
**Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Tax Identification Number**

**Email:**\_\_\_\_\_

\_\_\_\_\_  
**Amy L. Sowa, City Recorder**

**EXHIBIT "A"**  
**STANDARD CONTRACT PROVISIONS**  
**PREVAILING WAGE CONTRACT**  
**(ORS 279C.800 - 279C.870)**

The following provisions, if applicable, are hereby included in and made a part of the attached public contract which is subject to Prevailing Wage Laws and rates, between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Code, Oregon Revised Statutes, and Federal laws, rules, regulations, and guidelines. If a Contractor or Subcontractor violates the provisions below, the City may, at its option, terminate the contract or a subcontract and said Contractor or Subcontractor in such event shall forfeit all rights under the contract except to payment for actual labor and materials furnished to the City. The City may waive in whole or in part any forfeitures or sanctions provided in this Exhibit.

**1. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:**

**1.1** For purposes of awarding the contract the City will:

**1.1.1** give preference to goods and services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

**1.1.2** add a percentage increase to the bid of a non-resident bidder equal to the percentage, if any, of the preference given to the contractor in the same state in which the contractor lives.

**1.2** As used in this Section:

**1.2.1** "nonresident contractor" means a contractor that is not a resident contractor;

**1.2.2** "resident contractor" means a contractor that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of the bid for the contract; has a business address in this state; and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

**1.3** If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the public contract. The City shall satisfy itself that the requirement of this Subsection has been complied with before it issues a final payment on the contract.

**2. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS, AND WITHHOLDING TAXES - ORS 279C.505(1):**

The Contractor shall:

- 2.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the contract.
- 2.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- 2.3 Not permit any lien or claim to be filed or prosecuted against the City of Roseburg or any subdivision thereof on account of any labor or material furnished.
- 2.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**3. PAYMENT OF CLAIMS BY PUBLIC OFFICERS - ORS 279C.515:**

- 3.1 If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public officer or officers representing the City of Roseburg may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. The payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.
- 3.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty (30) days after receipt of payment from the City of Roseburg or the Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) calendar days after the date when payment was received from the City of Roseburg or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
- 3.3 If the Contractor or Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The Contractor shall announce the foregoing in any Subcontract issued.

**4. HOURS OF LABOR - ORS 279C.520:** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the employee shall be paid at time and a half pay:

- 4.1 For all overtime worked in excess of 8 hours a day or 40 hours in any one week, when the work week is five consecutive days, Monday through Friday; or
- 4.2 For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 4.3 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540, or all holidays specified in a collective bargaining agreement.

The Contractor must give notice to employees who perform work on the contract, in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

**5. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279C.530:**

- 5.1 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 5.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employer's Liability Insurance with coverage of not less than \$500,000 each accident shall be included.

**6. PAYMENT TO SUBCONTRACTORS - ORS 279C.580:**

- 6.1 The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing the public contract:
  - 6.1.1 A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) calendar days of payment by the City out of such amounts as are paid to the Contractor by the City of Roseburg under the contract; and
  - 6.1.2 An interest penalty clause that obligates the Contractor, if payment is not made within thirty (30) calendar days after receipt of payment from the City of Roseburg, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract



pursuant to Paragraph 6.1.1 of this Subsection. A Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the City of Roseburg or Contractor when payment was due. The interest penalty shall be:

**6.1.2.1** For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

**6.1.2.2** Computed at the rate specified in ORS 279C.515(2).

**6.2** The Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in Paragraphs 6.1.1 and 6.1.2 and requiring each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

**6.3** None of the provisions of this Section 6 are intended to prevent the Contractor or any Subcontractor from including in its contracts the provisions described in ORS 279C.580(5) and (6).

**7. PROHIBITION OF DISCRIMINATORY WAGE RATES BASED ON SEX – ORS 652.220:** The Contractor shall not:

**7.1** Discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills;

**7.2** Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character, the performance of which requires comparable skills. This section does not apply where:

- (a)** Payment is made pursuant to a seniority or merit system which does not discriminate on the basis of a protected class; or
- (b)** A system measures earnings by quantity or quality of production, including piece-rate work; or
- (c)** Travel is necessary and regular for the employee; or
- (d)** Education, training, experience, or any combination of factors account for the entire compensation differential.

**7.3** Discriminate in the payment of wages or other compensation against any employee because the employee has filed a complaint in a proceeding, has testified or is about to testify, or because the employer believes that the employee may testify in any investigation, proceedings or criminal action pursuant to ORS 652.210 to 652.235.

**8. DRUG TESTING - ORS 279C.505(2):**

- 8.1 The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the contract period, including any extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of the contract.
- 8.2 The City of Roseburg shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by the contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the City.
9. **PREVAILING WAGE PROVISIONS - ORS 279C.800 - 279C.870; 40 U.S.C. 3141 – 3148:**
- 9.1 The hourly rate of wage to be paid by the Contractor and all Subcontractors to workers under the contract shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where the labor is performed as set forth in the specifications for the public contract; provided however, if the public contract is also subject to the Federal Prevailing Wage Rate pursuant to the Davis-Bacon Act (40 U.S.C. 3141 - 3148), then the higher of the two rates shall be paid. The Contractor will comply with the provisions of ORS 279C.840 and all applicable provisions of ORS 279C.800 to 279C.870 and/or the Davis-Bacon Act, 40 U.S.C. 3141 - 3148.
- 9.2 The Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the City in writing using the form prescribed by the Commissioner of the Bureau of Labor and Industries certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed in the Work under the contract and further certifying that no worker employed under such public contract has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 9.3 Each certified statement shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statement shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements for each week during which the Contractor or Subcontractor employs a worker under the

public contract shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. The City shall retain 25% of the amount earned by the Contractor if the certified statements are not submitted as required. The City shall pay the Contractor the amount retained within 14 days after the Contractor files the certified statements regardless of whether a Subcontractor has failed to file the required certified statements. The Contractor shall retain 25% of any amount earned by a first-tier Subcontractor until the Subcontractor has filed with the City, the required certified statements. The Contractor shall verify the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within 14 days after the Subcontractor files the required certified statements.

**10. PUBLIC WORKS BOND REQUIREMENTS – ORS 279C.836:**

- 10.1** If the public contract involves public works, unless exempt under ORS 279C.800 to 279C.870, prior to beginning work on the contract, the Contractor shall file with the Construction Contractors Board, a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon.
- 10.2** Before allowing a Subcontractor to begin work under a public contract involving public works, for which the Contractor has been awarded the contract, the Contractor shall verify that the Subcontractor has also filed a Public Works Bond with the Construction Contractors Board or elected not to file such bond as allowed by state law.
- 10.3** The Public Works Bond shall provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor under the public contract involving public works. The bond shall be a continuing obligation and remain continuously in effect.
- 10.4** If the Contractor or Subcontractor qualifies as a disadvantaged, minority, women, disabled veteran or emerging small business enterprise certified under ORS 200.055 and has elected not to file the Public Works Bond, the Contractor or Subcontractor will file written verification of such certification with the Construction Contractors Board. If the Contractor or Subcontractor elects not to file the Public Works Bond, before beginning any work on the public contract involving public works, the Contractor or Subcontractor shall provide the City and the Construction Contractors Board with written notification of such election.

**11. DEMOLITION CONTRACTS; LAND AND LANDSCAPE MAINTENANCE - ORS 279C.510:**

- 11.1** If the public contract includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- 11.2** If the public contract includes services for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site.

**12. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:**

- 12.1** The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veteran or emerging small business enterprise certified under ORS 200.055.
- 12.2** By entering into the contract, the Contractor certified it has not discriminated and will not discriminate, in violation of Subsection 12.1, against any minority, women, disabled veteran or emerging small business enterprise in obtaining any required subcontract.
- 12.3** If the Contractor violates the nondiscrimination certification made under Subsection 12.2, the City may regard the violation as a breach of contract that permits the City to terminate the contract or exercise any remedies for breach permitted under the contract.

**13. HIGHEST STANDARDS; CONSEQUENCES FOR FAILURE – ORS 279B.060:**

- 13.1** By entering into the Contract, Contractor agrees to perform the work to the highest standards prevalent in the industry or business most closely related to the work to be provided;
- 13.2** Contractor understands that failure to meet the highest standards in the industry may result in consequences including, but not limited to:

**13.2.1** reducing or withholding of payment;

**13.2.2** requiring Contractor to perform, at Contractor's own expense, additional work required to meet such standards; or

**13.2.3** declaring a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or other applicable law.

- 14. COMPLIANCE WITH LAWS:** The Contractor and Subcontractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in the performance of the contract.

**CITY OF ROSEBURG  
PUBLIC WORKS BOND FILING CERTIFICATION**

Pursuant to ORS 279C.800 to 279C.870, I, undersigned contractor, do hereby certify that, prior to beginning work on the Project for which I have been awarded the bid by the City of Roseburg:

1. I have filed with the Construction Contractors Board ("Board"), a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon.  
\_\_\_\_\_ **Yes**      \_\_\_\_\_ **No (Check one)**

2. I have elected not to file a Public Works Bond with the Board because I am a disadvantaged, minority, women, disabled veteran or emerging small business enterprise certified under ORS 200.055. I have provided the Board written verification of such certification and written notification of my election not to file the Public Works Bond. I understand that my election not to file the Public Works Bond will expire one year from the date it was filed and that a claim for unpaid wages may be filed against the payment bond I submitted on the Project.  
\_\_\_\_\_ **Yes**      \_\_\_\_\_ **No (Check one)**

3. I have verified any subcontractor involved in the Project has, prior to beginning any work on this Project, either filed the Public Works Bond with the Board or has elected not to file the Public Works Bond because the subcontractor is a disadvantaged, minority, women, disabled veteran or emerging small business enterprise certified under ORS 200.055.  
\_\_\_\_\_ **Yes**      \_\_\_\_\_ **No (Check one)**

(a) I have verified that any subcontractor involved in this Project that has elected not to file the Public Works Bond has provided the Board written verification of its certification under ORS 200.055 and written notification of its election not to file the Public Works Bond. \_\_\_\_\_ **Yes**      \_\_\_\_\_ **No (Check one)**

I understand the Public Works Bond described above is in addition to any other bond that I am required to provide, or that may be required by a subcontractor, for this Project.

**Project Name:**\_\_\_\_\_

**Project Number:**\_\_\_\_\_

**Contractor's Printed Name:**\_\_\_\_\_

**Contractor's Signature:**\_\_\_\_\_

**Dated:**\_\_\_\_\_

**CITY OF ROSEBURG  
STANDARD PERFORMANCE BOND**

Bond No.: \_\_\_\_\_  
Solicitation: \_\_\_\_\_  
Project Name: \_\_\_\_\_

\_\_\_\_\_ (Surety #1) Bond Amount No. 1: \$ \_\_\_\_\_  
\_\_\_\_\_ (Surety #2)\* Bond Amount No. 2: \$ \_\_\_\_\_  
*\*If using multiple sureties* Total Penal Sum of Bond \$ \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents to pay to the City of Roseburg the sum of (Total Penal Sum of Bond)

(Provided that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

**WHEREAS**, the Principal has entered into a contract with the City of Roseburg, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH** that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Roseburg and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Roseburg be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279A, 279B and 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL: \_\_\_\_\_

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest:

\_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Email

**CITY OF ROSEBURG  
PAYMENT BOND**

Bond No.: \_\_\_\_\_  
Solicitation: \_\_\_\_\_  
Project Name: \_\_\_\_\_

	(Surety #1)	Bond Amount No. 1: \$	
	(Surety #2)*	Bond Amount No. 2: \$	
<i>*If using multiple sureties</i>	Total	Penal	Sum of Bond
\$			

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents to pay to the City of Roseburg the sum of (Total Penal Sum of Bond)

(Provided that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

**WHEREAS**, the Principal has entered into a contract with the City of Roseburg, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of Contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH** that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided by the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Roseburg and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for



prosecution of the work provided in the Contract; and shall promptly pay all contribution due according to workers compensation requirements and the State Unemployment compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Roseburg be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279A, 279B and 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Email

**LOWEST BIDDER RESPONSIBILITY DETERMINATION FORM**  
**(TO BE COMPLETED BY THE CITY UPON NOTICE OF INTENT TO AWARD)**

**“Lowest responsible bidder”** means the lowest bidder who is not on the list established by the Construction Contractors Board pursuant to ORS 701.227 and who has:

1. Substantially complied with all prescribed public contracting procedures and requirements of the State of Oregon and the City of Roseburg;
2. Met the standards of responsibility described in ORS 279B.110 and 279C.375, and Roseburg Municipal Code Chapter 3.06; and
3. Not been disbarred or disqualified from bidding or debarred by the State of Oregon under ORS 279B.130 or 279C.440, or by the City under the provisions of Roseburg Municipal Code Chapter 3.06.

**Project Name:**\_\_\_\_\_

**Bid/Project Number:**\_\_\_\_\_

**Business Entity/ Bidder’s Name:**\_\_\_\_\_

**CCB License Number:**\_\_\_\_\_

**Form submitted by City of Roseburg.**

**Form submitted by:**

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_

The City has (check all of the following):

- ☐ Checked the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract.
- ☐ Determined whether the bidder has met the standards of responsibility. In so doing, the City has found that the bidder demonstrated that the bidder:
- ☐ Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- ☐ Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the Contract.
- ☐ Is covered by liability insurance and other insurance in amounts required in the solicitation documents.

☐ Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407, or has elected coverage under ORS 656.128.

☐ Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.

☐ Has a satisfactory record of performance.

☐ Has a satisfactory record of integrity.

☐ Is legally qualified to contract with the City.

☐ Possesses a certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 – Pay Equity Compliance (if applicable). **(NEW)**

☐ Has supplied all necessary information in connection with the inquiry concerning responsibility.

☐ Determined the bidder to be (check one of the following):

☐ Responsible under ORS 279C.375(3)(a) and (b).

☐ Not responsible under ORS 279C.375(3)(a) and (b).

If the City has found the bidder not to be responsible, please see attached document explaining the City's determination.

**Note:** This form is to be submitted by the City of Roseburg to the Construction Contractors Board immediately following issuance of the City's Notice of Intent to Award the subject contract. A copy must immediately be filed with the City Recorder.

**BUREAU OF LABOR AND INDUSTRIES  
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS**

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state or federal law. Rather than including the entire State and/or Federal Prevailing Wage Rate publications in the bid specifications and contract, public entities may make reference to the specific prevailing wage rate publication where the prevailing wage rates are found or provide a link to the specific prevailing wage rate publication where the prevailing wage rates are found.

Oregon Bureau of Labor and Industries Prevailing Wage Rates applicable to the subject project/contract are available on BOLI's website at [www.oregon.gov.boli](http://www.oregon.gov.boli). The prevailing wages to be applied throughout the duration of this project are those in effect for BOLI Prevailing Wage Rate Region 6, (Douglas County Oregon), upon the date the project is first advertised.

Federal Prevailing Wages Rates under the Davis Bacon Act (40 U.S.C. 3141 et seq.) may be found at [www.wdol.gov](http://www.wdol.gov). The prevailing wages to be applied throughout the duration of this project are those in effect for Federal Prevailing Wage Rates under the Davis Bacon Act (40 U.S.C. 3141 et seq.) at the time the initial specifications were first advertised for bid solicitations.

If the project is subject to both ORS 279C.800 to 279C.870 and to the Davis Bacon Act (40 U.S.C. 3414 et seq.), the contractor and every subcontractor shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the projects.

For specific information or questions regarding the Prevailing Wage Rate Law, you may log on to the above referenced websites or contact the nearest Oregon Bureau of Labor and Industries office listed below.

**BOLI Office Locations**

Eugene	1400 Executive Parkway, Eugene, OR 97401	541/686-7623
Medford	700 E. Main, Suite 105, Medford, OR 97504	541/776-6270
Portland	800 NE Oregon St., #32, Portland, OR 97232	503/731-4074
Salem	3865 Wolverine St. NE, Bldg. E-1, Salem, OR 97305	503/378-3292

**THIS PROJECT IS SUBJECT TO THE OREGON BOLI PREVAILING WAGE RATES  
EFFECTIVE ON January 1, 2021**

## GENERAL CONDITIONS

### 1. DEFINITIONS

- 1.1 Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

**“Acceptance”** means that the work has been completed in accordance with the Contract Documents and approved in writing by the Owner.

**“Act of God or Nature”** means a natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

**“Addendum”** means any written document, signed by all parties, pertaining to additions, deletions, revisions or other issues with the Contract Documents issued after the Contract Documents have been issued.

**"Bid"** means the offer of a bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Bid Form and properly signed.

**"Bidder"** means any person, firm, partnership, corporation, limited liability company, or other entity submitting a bid for the work described hereunder.

**“Change Order”** means a document recommended by the Project Manager which is signed by the Contractor and the City and authorizes an addition, deletion or revision in the work or an adjustment in the Contract price or Contract times, issued on or after the effective date of the Contract.

**"City"** means the City of Roseburg located in the State of Oregon, and owner of the Project and work related thereto.

**"Contract Documents"** means and includes the Invitation to Bid, Information for Bidders, Bid Form, Construction Contract with Exhibit “A” Standard Contract Provisions, First-Tier Subcontractor Disclosure Form, Drug Testing Program Certification Form, Bidder’s Responsibility Form, Performance Bond, Payment Bond, Public Works Bond Filing Certification form (when required), General Conditions, Technical Provisions, Special Conditions, Standard Drawings, Specifications & Plans, and Supplemental Specifications all as required for the full execution and satisfactory completion of the Project.

**"Contractor"** means the firm, partnership, corporation, limited liability company, or other entity executing the Contract with the City for the performance of the work herein described.

**“Defective”** means, when modifying the work, refers to work that is unsatisfactory, faulty or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents; or
- c. has been damaged prior to the Project Manager’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by the City at Substantial Completion in accordance with the Contract Documents).

**“Design Consultant”** means the firm who prepared the Plans and Specifications and shall not mean the Project Manager.

**"Engineer"** means the City's authorized Engineer, as designated by the City Manager or Public Works Director for the Contract, either acting directly or through the inspector, within the scope of assigned duties.

**“Final Completion”** means that all work has been completed in conformance with the Contract Documents and the Contract has been fully performed.

**“Holidays”** means any Oregon legal holiday.

**“Liquidated Damages”** means that which is set forth in Subsection 6.9 herein.

**“Milestone”** means a principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all of the work.

**“Pay Equity Compliance Certificate”** means a certificate issued by the Department of Administrative Services pursuant to ORS 279A.167 following completion of pay equity training.

**"Payment Bond"** means the approved form of security furnished by the Contractor and Contractor's Surety as a guarantee of good faith on the part of the Contractor to make all payments that are the Contractor's obligations, in accordance with the terms of the Contract.

**“Performance Bond”** means the approved form of security furnished by the Contractor and Contractor's Surety as a guarantee of good faith on the part of the Contractor to execute the work that is the Contractor's obligation, in accordance with the terms of the Contract.

**"Plans"** means and includes the City approved maps, standard drawings, work order drawings and supplemental drawings and sketches which will show the locations, character, dimensions and details of the work to be done.

**"Project"** means all work described and specified herein and as indicated on the Plans.

**“Project Manager”** means the City’s authorized Project Manager for the Contract, as designated by the City Manager or Public Works Director, either acting directly or through a designated representative, within the scope of assigned tasks.

**“Proposal Request”** means a written statement issued by the Project Manager to the Contractor on or after the effective date of the Contract and signed by the City and the Contractor identifying additions, deletions or revisions in the work, or responding to differing or unforeseen subsurface or physical conditions under which the work is to be performed or to emergencies. A Proposal Request will not change the Contract price or the Contract times but is evidence that the parties expect that the change ordered or documented by a Proposal Request will be incorporated in a subsequently issued Change Order.

**“Public Works Bond”** means a \$30,000 form of security furnished by the Contractor and/or Subcontractor and Contractor’s and/or Subcontractor’s Surety to the Construction Contractors Board to pay claims ordered by the Bureau of Labor and Industries to workers performing labor under a public works project.

**“Punch List”** means a list developed by the Project Manager after Substantial Completion that identifies defects or deficient workmanship or work not completed in conformance with the Contract Documents.

**“Request for Information”** means a formal request from the Contractor to the Project Manager requesting clarification and/or direction necessary to complete the work.

**“Signature”** means either a hand written or electronic signature.

**“Specifications”** means and includes the directions, provisions and requirements contained herein and referred to herein pertaining to the Project.

**“Submittals”** means all drawings, diagrams, material data, schedules and other information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the work.

**“Substantial Completion”** means that the degree of completion of the Project, or portion of the Project as evidenced by the Project Manager’s written notice of Substantial Completion, sufficient to provide the City, the full-time use of the Project, or portion of the Project, for the purpose for which it was intended. Determination of Substantial Completion is solely at the discretion of the Project Manager. Substantial Completion does not mean complete in accordance with the Contract nor shall Substantial Completion of all or any part of the Project entitle the Contractor to final acceptance under the Contract. The criteria the Project Manager may use in exercising his/her discretion in determining Substantial Completion includes, but is not limited to, the completion of all equipment contained in the Project, or portion of the Project, all other components necessary to enable the City to operate the facility in the manner that was intended.

**"Superintendent"** means the executive representative of Contractor, authorized to receive and fulfill instructions from the Project Manager or Project Manager's representatives.

**"Supplemental Specifications"** means specific instructions setting forth conditions or requirements peculiar to the Project under consideration when said Project is not completely covered by the Specifications contained herein.

**"Surety"** means the person, firm, partnership, corporation, limited liability company or other entity that has the requisite authority to execute the bonds required from the Contractor.

## **2. CONTRACT DOCUMENTS**

### **2.1 Award, Execution of Documents, Delivery of Bonds.**

**2.1.1** If awarded, the Contract will be awarded to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of the City and whose bid complies with all the prescribed requirements. No award will be made until the City has concluded such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents.

**2.1.2** In determining the lowest responsible bidder for the purpose of awarding the Contract, the City, pursuant to ORS 279A.120 shall:

**2.1.2.1** give preference to goods and services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

**2.1.2.2** add a percentage increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

**2.1.3** The City reserves the right to reject any and all bids not in compliance with all public bidding procedures and requirements or when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete contracts of a similar nature on time; and to reject the bid of a bidder who is not, in the opinion of the City, in a position to perform the Contract. If the Contract is awarded, the City will give the successful bidder written notice of award within forty-five (45) calendar days after bid opening.

**2.1.4** At least three (3) counterparts of the Construction Contract and such other Contract Documents as practicable will be signed by the City and Contractor. The Contractor shall receive one (1) executed counterpart of the Contract Documents.

**2.1.5** When required by the specifications, the Contractor shall deliver simultaneously with the execution of the Contract Documents a good and



sufficient Payment Bond to ensure payment of the obligations incurred in the performance of this Contract, a Performance Bond to assure performance of the Contract and the Public Works Bond Filing Certification form executed by the Contractor. No exceptions will be made to this provision.

**2.1.6** Failure of the successful bidder to execute the Contract Documents and deliver the required Payment Bond, Performance Bond and Public Works Bond Filing Certification form within ten (10) calendar days of the notification of the award of the Contract shall be just cause for the City to annul the award.

## **2.2 Correlation, Interpretation, and Intent of Contract Documents.**

**2.2.1** The intent of the Plans and Specifications as contained herein is to describe the complete Project which the Contractor shall undertake to do in full compliance with the Construction Contract with Exhibit "A", Plans and Specifications. The Contract Documents comprise the entire agreement between the City and the Contractor. The Contract Documents may only be altered as provided in the General Conditions of the Contract.

**2.2.2** The Plans and Specifications are intended to be explanatory and complimentary of each other. Contractor shall execute any work indicated in the Plans and not in the Specifications, or vice versa, as if indicated in both. Should any work or materials be reasonably required or intended for carrying the Project to satisfactory completion, which is inadvertently omitted on the Plans and Specifications, Contractor shall furnish the same as fully as if particularly delineated or described. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Project Manager for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the Contract. In the event any doubt or question arising respecting the true meaning of the Plans or Specifications, Contractor may seek a determination by the Project Manager according to Subsection 3.2 and Paragraph 3.3.3. Should the Contractor disagree with the Project Manager's decision, the Contractor may appeal to the City Manager in accordance with Paragraph 3.4.2. In resolving such conflicts, errors and/or discrepancies, the Contract Documents shall be given precedence in the following order: Construction Contract with Exhibit "A", the Plans and the Specifications. Within the Specifications, the order of precedence shall be as follows: General Conditions, Information for Bidders, Special Conditions and Technical Provisions.

**2.2.3** Figure dimensions on Plans shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Plans and/or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to reference such

recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work locality and local conditions that may in any manner affect the work to be done.

- 2.3 Verification and Warranty.** The Contractor shall make the determination of the nature of the work proposed under the Contract, local conditions which can be encountered within the Project area and all other matters which can in any way affect the work proposed under the Contract. It shall also be the responsibility of the Contractor to be thoroughly familiar with the Contract Documents. Failure to make the examination necessary for this determination or to examine any form, instrument or document of the Contract with Exhibit "A" shall not release the Contractor from the obligations of the Contract with Exhibit "A". The Contractor warrants that no oral or written agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, has affected or modified any of the terms or obligations herein contained.
- 2.4 Documents to be Kept on the Jobsite.** The Contractor shall keep at least one (1) copy of the Contract Documents at the jobsite, in good order, available to the Project Manager.
- 2.5 Additional Contract Documents.** The City will furnish to the Contractor, on request and free of charge, up to three (3) copies of the Contract Documents. Additional copies of Contract Documents may be obtained upon request by paying the actual cost of reproduction.
- 2.6 Surveys.** When required for the Project, surveying and staking of the component parts of the work shall be as detailed in the Specifications and on the Plans. The Contractor shall construct the work in accordance with the construction stakes and shall be charged with full responsibility for conformity and agreement of the work with said construction stakes.

### **3. PROJECT MANAGER-CITY CONTRACTOR RELATIONS**

- 3.1 General.** The City has the authority to act as the sole judge of the work with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Plans, Specifications and other Contract Documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.
- 3.2 Project Manager.** The Project Manager is the representative of the City and is employed to act as advisor and consultant to the City in project managing matters related to the Contract. The City has delegated its authority to the Project Manager to make initial decisions regarding all claims and questions, which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work under the Contract. The Project Manager determines the intent and meaning of the Contract and makes initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's

entitlement to compensation. Should the Contractor disagree with a decision of the Project Manager with respect to the Contract, the Contractor may request that the City Manager review the Project Manager's decision and make a determination in the manner provided under Paragraph 3.4.2.

The Project Manager may designate a field representative as an alternate in his/her capacity on the job site. All notifications required under the Contract shall be made directly to the Project Manager or the designated representative.

### **3.3 Duties and Responsibilities of the Project Manager**

**3.3.1** The Project Manager will make periodic visits to the site of the Project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. The Project Manager shall not be required to make comprehensive or continuous inspections to check the quality or quantity of the work, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. Visits and observations made by the Project Manager shall not relieve the Contractor of obligations to conduct comprehensive inspections of the work, to perform acceptable work and to provide adequate safety precautions.

**3.3.2** The Project Manager or the field representative thereof will be assigned to periodically observe the work and to act in matters of construction under the Contract. It is understood the Project Manager or field representative shall have the power to issue instructions and make decisions within the limitations of the authority granted by the City. Such inspection shall not relieve the Contractor of obligations to conduct comprehensive inspections of the work, perform acceptable work and provide adequate safety precautions.

**3.3.3** All claims of the Contractor shall be presented to the Project Manager or designated representative, for a decision which shall be made in writing within a reasonable time. All decisions of the Project Manager shall be final subject only to the Contractor's right to appeal the Project Manager's decision to the City Manager in the manner provided in Subsection 3.4.

### **3.4 Appeal to the City Manager by the Contractor.**

**3.4.1 Determination by the Project Manager.** As provided in Subsections 3.1, 3.2, and 3.3, the Contractor shall refer questions regarding meaning and intent of the Contract Documents in writing to the Project Manager for his/her decision. The Project Manager shall, within a reasonable time, respond to the Contractor in writing with his/her decision. If the Contractor disagrees with the Project Manager's decision or considers the decision requires extra work, Contractor may appeal the decision to the City Manager. Any related work performed by the Contractor prior to the Project Manager's decision is done at Contractor's risk unless otherwise authorized by the Project Manager.

**3.4.2 City Manager Appeal Process.** In the event the Contractor disagrees with any decision of the Project Manager, the Contractor may, within ten (10) calendar days of the date of such decision, appeal the decision to the City Manager for review. The appeal must be in writing and must set forth the questions referred to the Project Manager, the Project Manager's decision and the Contractor's basis for disagreement. The Contractor shall deliver a copy of the appeal to the Project Manager at the time it is filed with the City Manager. The City Manager shall make all reasonable efforts to review the appeal and deliver his/her decision in writing to the Contractor within thirty (30) calendar days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision of the Project Manager within the said ten (10) calendar day period constitutes a knowing and voluntary waiver of the Contractor's right to thereafter assert any claim resulting from such decision. This procedure is not meant to preclude or discourage informal resolution of disagreements between the Project Manager and the Contractor.

In the event the City Manager elects to do so, the City Manager may establish a "Claims Review Board" either to assist in reviewing an appeal hereunder or to consider Contractor appeals directly. Once established, the Claims Review Board will hear all future appeals of claims for this Contract.

During the pendency of any appeal, any related work performed by the Contractor shall be done at the Contractor's risk unless otherwise authorized by the Project Manager.

The filing of an appeal does not automatically extend the milestones and/or deadlines set forth in the Contract Documents and the Contractor continues to be subject to liquidated damages for failure to complete the Project within the time allotted.

In the event the City Manager or the Contractor commences arbitration or other legal action against the other for damages or for equitable relief, the prevailing party in such arbitration or other legal action is entitled to recover its reasonable attorney's fees therein and in any appeal therefrom.

The parties hereby stipulate and consent that venue for all arbitration or other legal actions arising under the Contract is in Douglas County, Oregon and that jurisdiction for all legal actions that are brought in or transferred to court is in the Douglas County Circuit Court of the State of Oregon; except, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon located in Eugene, Oregon.

**3.5 Suspension of Work.** The Project Manager shall, in addition to its other authority, have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract. The Contractor shall not suspend

operation without the permission of the Project Manager or Project Manager's authorized representative.

### **3.6 Notice of Potential Claim for Additional Compensation and/or Time.**

**3.6.1** The Contractor shall not be entitled to any additional compensation or extension of time for any act or failure to act by the Project Manager or the City, the happening of any event or occurrence or any other cause, unless the Contractor shall have given the Project Manager a written notice of potential claim.

**3.6.2** The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation or time will or may be due, the nature of the costs involved and insofar as possible, the amount of the potential claim. If based on an act or failure to act by the Project Manager or the City, except in case of emergency, such notice shall be given to the Project Manager prior to the time that the Contractor starts performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within ten (10) calendar days after the happening of the event or occurrence giving rise to the potential claim.

**3.6.3** It is the intention of this section that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled if possible or other appropriate action may be taken promptly.

**3.7 Examination of Completed Work.** If the Project Manager requests it, the Contractor at any time before acceptance of the Project by the City, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Contract Documents. Should the work thus exposed or examined prove to be in accordance with the Contract Documents, the uncovering or removing, the replacing of the covering or making good of the parts removed, shall be paid for by the City; but should the work so exposed or examined prove to be not in accordance with the Contract Documents, the uncovering or removing and the replacing of the covering or the making good of the parts removed, shall be at Contractor's expense. Should any work be performed without giving notice of plan of work, thereby eliminating an opportunity of inspection by the Project Manager, the Project Manager may require the Contractor to uncover such work at Contractor's own expense for examination by the Project Manager. Cost of uncovering such work shall be borne by the Contractor, whether or not the work is found acceptable. The work shall also be subject to inspection by appropriate governmental inspectors at all times.

**3.8 Contractor's Superintendent.** A qualified superintendent, who is acceptable to the Project Manager, shall be maintained by the Contractor on the Project to give efficient supervision over the Project until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Project Manager's

instructions shall be confirmed in writing and always upon written request from the Contractor.

### **3.9 Information Regarding Existing Facilities and Utilities.**

**3.9.1 Facilities.** Any information relative to the location of other structures as might be shown on the Contract Documents will be obtained from the best information available and field observations; however, the City cannot guarantee the accuracy or completeness of this information.

**3.9.2 Utilities.** The Design Consultant has endeavored to determine the existence of utilities at the job site from the records of positions of these utilities as derived from such records as are shown on the Drawings. No excavations were made to verify the location shown for underground utilities. The service connections to these utilities are not shown on the Drawings. It is the responsibility of the Contractor to determine the exact location of all utilities and service connections hereto. The Contractor shall make its own investigations, including contacting the owners of appropriate utilities and making exploratory excavations to determine the locations and type of existing utilities, including service connections, prior to commencing work that could result in damage to such utilities and/or surrounding structures. The Contractor shall immediately notify the Project Manager as to any utility discovered by the Contractor that is not shown on the Drawings or that is in a different position than shown on the Drawings.

In the event it is necessary to remove, relocate or temporarily maintain a utility because of interference with the work, the Contractor shall perform the work on the utility and the City shall pay Contractor as follows:

**3.9.2.1** When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor bears all expenses incidental to the work on the service connection. The Contractor shall perform the work on the service connection in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with its own forces, or permitting the work to be done by the Contractor.

**3.9.2.2** When it is necessary to remove, relocate or temporarily maintain a utility or underground obstruction that is in the position shown on the Drawings, the cost of which is not required to be borne by the owner thereof, the Contractor bears all expenses incidental to the work on the utility. The Contractor shall perform the work on the utility in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with its

own forces, or permitting the work to be done by the Contractor.

**3.9.2.3** When it is necessary to remove, relocate or temporarily maintain a utility or underground obstruction that is not shown on the Drawings or is in a position different from that shown on the Drawings and were it in the position shown on the Drawings would not need to be removed, relocated or temporarily maintained, the cost of which is not required to be borne by the owner thereof, the City will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof, is or is not required to be borne by the owner of such utility, and it is the responsibility of the Contractor to investigate to determine whether or not said cost is required to be borne by the owner of the utility.

Governmental agencies and owners of utilities reserve the right to enter at any time upon any street, alley, right-of-way or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

### **3.10 Use of Premises**

**3.10.1** All work included under the Contract is to be constructed on land belonging to the City, on public right-of-way administered and regulated by state and/or local government or on easements to the benefit of the City or the public. The Contractor shall abide by special conditions or requirements of the property owner or governing authority. The Contractor shall confine equipment, the storage of materials and the operation of Contractor's workers to the limits as shown on the Plans or as indicated by law, ordinances, permits or directions of the Project Manager and shall not unreasonably encumber the premises with materials.

**3.10.2** Any additional land and access thereto which the Contractor might desire for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the City. The Contractor shall pay all costs involved in acquiring such rights and all clean up shall be made as required by these Specifications.

**3.11 Private Property.** The Contractor shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The

Contractor shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, including but not limited to, verifying with all appropriate utilities where underground structures are located, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

**3.12 Assignment of Contract.** Contractor shall not sublet, sell or assign the Contract or sublet any of the work to be performed hereunder without the written consent of the City. Any such assignment or subletting of any such work without City's consent shall be null and void and without force or effect.

**3.13 City's Right to do Work.** If, in the sole opinion of the Project Manager, the Contractor neglects to prosecute the work properly or neglects or refuses at Contractor's own cost, to take up and replace work that has been rejected by the Project Manager, the Project Manager shall notify the City who shall notify the Surety of the condition. After at least ten (10) calendar days written notice to the Contractor and the Contractor's Surety, or without notice if an emergency or danger to the Project or public exists, and without prejudice to any other right which the City may have under the Contract, the City may take over that portion of the Project which has been improperly executed, make good the deficiencies and deduct the actual costs thereof from the payments then or thereafter due the Contractor. If no amount is owed to the Contractor, then the City may still pursue all of its other legal and/or equitable remedies.

**3.14 City's Right to Terminate Contract.**

**3.14.1** Upon occurrence of any one or more of the following, the City may terminate the Contract at any time, immediately or upon such notice as the City in its sole discretion deems appropriate, by providing written notice to the Contractor which describes the reason for termination:

**3.14.1.1** Contractor persistently fails to perform the work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled workers, suitable materials or equipment and failure to adhere to the progress schedule as the schedule may be revised from time to time;

**3.14.1.2** Contractor fails to comply with applicable laws or the provisions of any of the Contract Documents, including, but not limited to the Construction Contract with Exhibit "A" Standard City Contract Provisions;

**3.14.1.3** Contractor disregards the authority of the Project Manager;

**3.14.1.4** Contractor violates any provision of the Contract and, after receiving notice of the violation, fails to remedy the breach immediately; or



**3.14.1.5** Contractor files for bankruptcy under any chapter of the Bankruptcy Code (Title 11, United States Code); or a petition in bankruptcy is filed against Contractor under the Bankruptcy Code or any other provision of law seeking substantial relief; or Contractor makes a general assignment for the benefit of creditors; or a trustee, receiver or similar agent is appointed to take charge of Contractor's property for the benefit of creditors; or Contractor otherwise admits in writing to being unable to pay its debts as they become due.

**3.14.2** Upon the City's issuance of written notice of termination, the Contractor shall immediately cease all work under this Contract, unless, as shall be specified in the notice, the City, in its sole discretion, would be harmed by any uncompleted work, in which case, Contractor shall complete those items specified by the City in its notice.

**3.14.3** The City may terminate the Contract upon seven (7) calendar days' notice if the City determines for any reason that the completion of the Contract is no longer in the best interests of the City.

**3.14.4** If the City terminates the Contract pursuant to Paragraph 3.14.1, the City may choose any remedy available to it under the Contract, applicable statutes, City Code or common law, including but not limited to, completing the Project itself or through another contractor. The Contractor shall pay the City for all additional costs incurred by the City to obtain substitute performance. The Contractor shall be entitled to payment for that portion of the work that the Contractor completed according to the Contract, less the City's costs to obtain substitute performance for the balance of the work.

**3.14.5** If the City terminates the Contract pursuant to Section 3.14.3, the City shall pay Contractor for that portion of the work the Contractor has completed according to the Contract, plus Contractor's cost for materials ordered and delivered to the site before Contractor receives the City's notice of termination; provided that such materials shall then belong to the City.

**3.15 Contractor's Right to Stop Work or Terminate Contract.** The Contractor may suspend work or terminate the Contract upon ten (10) calendar days written notice to the City, for any of the following reasons:

**3.15.1** If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) calendar days through no act or fault of the Contractor or his employees;

**3.15.2** If the City should fail to act upon any request for payment within thirty (30) calendar days after its approval by the Project Manager; or

**3.15.3** If the City should fail to pay the Contractor any sum within thirty (30) calendar days after its award by arbitrators.

**3.16 Rights of Various Interests.** Wherever work being done by the City's forces is contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

**3.17 Subcontracts.**

**3.17.1** The Contractor shall not be permitted to subcontract any of the work to be performed under the Contract without the written consent of the City, submission of the First-Tier Subcontractor Disclosure Form as required prior to the Bid opening deadline and verification that the Subcontractor has filed a Public Works Bond, when required, with the Construction Contractors Board prior to beginning any work on the Project. The Contractor shall not employ any subcontractor that the Project Manager may object to due to subcontractor lacking the capability of performing work of the type and scope anticipated. No changes will be allowed from the approved subcontractor list without approval of the Project Manager.

**3.17.2** The Contractor agrees to be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors or of any persons either directly or indirectly, employed by Contractor's subcontractors as Contractor is for the acts and omissions of persons directly employed by Contractor.

**3.17.3** Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

**3.18 Unforeseen Difficulties.** The Contractor shall protect the work and materials from damage due to the nature of the work, the elements, carelessness of other contractors or from any cause whatever until completion and acceptance of the Project. All loss or damages arising out of the nature of the work to be done under the Contract Documents, from any unseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

**3.19 Work During an Emergency.** The Contractor shall be responsible for and must have resources available for all emergency work which might occur on the Project under construction for which the Contractor is responsible. The Contractor shall perform any work and furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases the Contractor shall notify the Project Manager of the emergency as soon as practicable, but the Contractor shall not wait for instructions before proceeding to properly protect both life and property.

**3.20 Oral Agreements.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents. No provision of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence shall be introduced in any proceeding of any other waiver or modification.

**3.21 Liens and Claims Against Contractor.** The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished under this Contract whether the same be furnished by the Contractor or any Subcontractor. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Contract as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. The payment of a claim in this manner does not relieve the Contractor or its surety from obligation with respect to any unpaid claims.

Any claim, by a person claiming to have supplied labor or materials for the performance of the work, for payment asserted against the Contractor's payment bond must be asserted in conformity with ORS 279C.600 et. Seq.

#### **4. MATERIALS AND WORKMANSHIP**

##### **4.1 Materials to be Reviewed Before Use.**

**4.1.1** Only materials conforming with the specified requirements and conditionally accepted by the Project Manager shall be used in the Project.

**4.1.2** Before any material to be used in the Project is delivered, the Contractor shall advise the Project Manager of the source from which the material is to be obtained, furnish such samples as may be required for testing purposes, and receive the Project Manager's conditional acceptance for the use of that particular material. The conditional acceptance of any source of supply by the Project Manager does not imply that all material from that source will be accepted. Should material from any conditionally accepted source fail to maintain a quality meeting the requirements of the Specifications, use of material from that source shall be discontinued and the Contractor shall furnish acceptable material from other sources. Regardless of the source, any material delivered for the Project which fails to meet the requirements will be rejected. Only material meeting all requirements will be allowed to be incorporated in the Project. Any material or item incorporated in the Project which does not meet requirements of the Contract Documents, even if it was used with the consent and/or the presence of an inspector, shall be removed and acceptable material shall be used in its place, with all costs related to such removal and installation being borne by the Contractor.

**4.1.3** Any material which, after conditional acceptance, has for any reason become unsuitable for use shall be rejected and not used.

##### **4.2 Tests of Materials.**

**4.2.1** All tests of materials shall be made in accordance with acceptable methods as described and designated in the Specifications. When tests of materials are required, such tests shall be made by a testing laboratory accepted

by the Project Manager and at the expense of the Contractor. The Contractor shall afford such facilities as may be required for collecting and forwarding samples and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the Specifications or to approved samples. The Contractor in all cases shall furnish the required samples without charge.

**4.2.2** In the absence of any definite Specification or reference to a Specification in the Technical Specifications or in the Special Provisions for the particular Project involved, it shall be understood that such materials shall meet the Specifications and requirements of the American Society for Testing Materials. Unless otherwise specified, all tests of materials shall be made in accordance with the methods prescribed by the American Society for Testing Materials.

**4.2.3** In cases where compliance of materials or equipment with Contract requirements is not readily determinable through inspection and tests, the Project Manager shall request the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs must cover performance characteristics, materials or construction and the physical or chemical characteristics of materials.

**4.2.4** If the Specifications require, or the Contractor's request is approved by the Project Manager, inspection or testing may take place away from the job site. The additional cost to the City for such remote inspection or testing includes travel and subsistence expenses and will be paid by the Contractor through a reduction in payment to the Contractor equal to the travel and subsistence expenses. In the event the remote inspection or testing is not specified and is required by the City, the required travel and subsistence expense will be paid for by the City.

**4.3 Storage of Materials.** Materials shall be so stored as to insure the preservation of their quality and fitness for the Project. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the City and the private property owner.

**4.4 Character of Workers.** The Contractor shall at all times be responsible for the conduct and discipline of Contractor's employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to properly perform the work assigned to them. Any foreman or worker employed by the Contractor or Subcontractor who, in the opinion of the Project Manager, does not perform the work in a skillful manner, appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the Project Manager, be removed from work on any portion of the Project except as allowed by the Project Manager.

**4.5 Construction Means, Methods, Techniques, and Procedures.** The Contractor shall have the full power and authority to select the means, methods, techniques and procedures for performing the work covered under the Contract, provided said means,

methods, techniques and procedures are in strict compliance with the requirements of all local, state and federal authorities and with these Specifications, and are not in conflict with the recommended installation practices of the manufacturers who are the suppliers of the materials to be utilized on the contemplated Project. The construction means, methods, techniques and procedures utilized shall produce a satisfactory quality of workmanship and shall be adequate to maintain the schedule of progress as required under the provisions of these Specifications.

- 4.6 Contractor's Tools and Equipment.** The Contractor's tools and equipment used on the work covered under the Contract shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.
- 4.7 Rejected Materials and Work.** Any material supplied by the Contractor which is condemned or rejected by the Project Manager or the Project Manager's authorized representative because of non-conformity with the Contract Documents shall be removed at once from the vicinity of the Project by the Contractor at his own expense, and the same shall not be used on the Project. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) calendar days after written notice is given by the Project Manager, and the work shall be re-executed by the Contractor at his own expense.
- 4.8 Unnoticed Defects.** Any defective work or materials furnished by the Contractor and discovered by the Project Manager before the Project has been given final acceptance or final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Project Manager or his representative to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.
- 4.9 Right to Retain Imperfect Work.** If any part or portion of the work done or material furnished by the Contractor under the Contract proves to be defective and not in accordance with the Plans and Specifications, and if the imperfection in the same is not of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work but shall make such deductions in the payment therefore as may be just and reasonable.
- 4.10 Correction of Defective Work.** When, and as often as the Project Manager determines through its inspection procedures, material, equipment or workmanship incorporated in the Project do not meet the requirements of the Contract, the Project Manager may give notice of the noncompliance to the Contractor in writing. Within five (5) calendar days of receipt of such notice, the Contractor shall undertake all work necessary to correct the deficiency and to comply with the Contract. The Contractor agrees to pay all costs of correcting the defective work, including wages and overhead charges for inspection. If the Contractor disagrees with the Project Manager's determination and believes the

corrective work should be covered by a Change Order, the Contractor shall immediately notify the City, in writing, setting forth the basis for its position. The City will review the matter and notify the Contractor, in writing, of its determination within thirty (30) calendar days after receipt of the Contractor's notification. If the City determines the corrective work is required to comply with the Contract, the Contractor shall proceed with such work.

As a condition precedent to the Contractor's claim for either additional compensation or time extension or both resulting from the performance of such corrective work, the Contractor shall, within fifteen (10) calendar days after receipt of the City's determination, notify the City in writing of its intent to claim additional compensation, time or both. The Contractor shall document all cost information associated with the corrective work and shall submit such information to the Project Manager on a monthly basis. Receipt of the cost data by the Project Manager does not constitute an Acceptance of the corrective work or an authorization for a Change Order to cover the corrective work.

**4.11 Cutting and Patching.** The Contractor shall do, or be responsible for, all cutting, fitting or patching that may be required by, shown on or reasonably implied by the Plans and Specifications. Any defective work performed or material furnished by the Contractor, which is discovered by the Project Manager before final acceptance of the Project or before final payment has been made, shall be removed and replaced or patched at the Contractor's expense in a manner approved by the Project Manager or his representative.

**4.12 Cleanup.**

**4.12.1** As the Project progresses and immediately after completion of the Project, the Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Project. If the Contractor fails to commence the cleanup within 24 hours after being directed to do so by the Project Manager, the Project Manager may have the cleanup performed by others. The cost shall be borne by the Contractor and may be deducted from payments due or to become due the Contractor.

**4.12.2** After the Project is completed and before final acceptance of the Project, all areas affected by the Project shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the Project area.

**4.13 Guarantee.**

**4.13.1** The Contractor shall fully warrant all work for at least one (1) full calendar year from the City's Final Acceptance of the Project, regardless of the length of manufacturers' or installers' warranties.

**4.13.2** In addition to any other warranties that are required, the Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the work occurring within one (1) calendar year following the

date of the City's Final Acceptance due to faulty or inadequate materials or workmanship. Such repairs and replacements must conform to the Contract Specifications under which the Contractor originally performed the work.

**4.13.3** In the event of a dispute regarding any portion of the work, the Contractor shall nonetheless provide any warranty service, repairs or replacements as described in Paragraphs 4.13.1 and 4.13.2 above, for that portion of the work that is not in dispute. In the event a dispute delays the City's Final Acceptance of the work, the warranty for portions of the work not in dispute runs from the date of the City's Final Acceptance of the remaining portions of the work.

**4.13.4** The Contractor shall also repair any damage or remedy any disturbance to other publicly owned property or improvements thereon if caused by the Contractor's work and if the damage or remedy occurs during the warranty period.

**4.13.5** If the Contractor performs warranty work, then the warranty work for repetitive defects in materials, workmanship or equipment also shall have a one (1) calendar year warranty period from the date of its completion and the City's Final Acceptance of that work. The Contractor shall continue to provide warranty work pursuant to the terms of the Contract until the defects are completed and the City provides notice of its Final Acceptance of the work.

**4.13.6** The City shall provide the Contractor with written notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If the Contractor, after written Notice, fails within ten (10) calendar days to comply with the City's request, the City has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In either event, the Contractor and its Surety remain liable to the City for the cost of the work performed and any additional damage suffered by the City.

**4.13.7** The Contractor shall provide a bond during the one (1) calendar year warranty period to guarantee the Contractor's performance of warranty work. The Contractor shall provide to the City a bond in the amount of 20% of the final Contract Amount in one of the following ways:

- 4.13.7.1** Continuation of the Contract performance and payment bond.
- 4.13.7.2** Any new performance and payment bond, acceptable to the City, which covers the Contractor's warranty obligations imposed by the Contract Documents.
- 4.13.7.3** Cash deposit to the City Finance Department. A receipt from the City Finance Director constitutes proof of the deposit.

- 4.13.7.4 Other arrangements proposed by the Contractor that the City finds acceptable in the City's sole discretion.

## 5. **INSURANCE, LEGAL AND FINANCIAL RESPONSIBILITY, AND PUBLIC SAFETY**

### 5.1 Insurance.

**5.1.1 Policy Requirements.** The insurance policies specified herein shall be approved as to form by the City. Contractor shall deliver a certificate of all required policies to City upon execution of the Contract Documents and prior to commencement of any work under the Contract. If requested by the City, Contractor shall furnish the City with executed copies of such policies of insurance. Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable to the City. Insurance coverage shall be provided by companies admitted to do business in Oregon and rated A- or better by AM Best. A thirty (30) day notice of cancellation, termination or non-renewal in coverage clause shall be included in all insurance policies. Failure to maintain any required insurance coverage in the minimum required amount shall constitute a material breach of the Contract and shall be grounds for immediate termination of the Contract. If the insurer is unwilling or unable to provide such commitment, the Contractor shall provide the City with the relevant sections of its policies describing how the insurer may reduce, modify or cancel the insurance. Furthermore, the Contractor has an affirmative duty to provide the City with any notice the Contractor receives regarding the reduction, modification or cancellation of its insurance within 24 hours of Contractor's receipt of such notice. All policies required by these provisions shall:

- 5.1.1.1 also name the City as an additional insured, protecting City from any and all claims, losses, actions or omissions of Contractor or as a result of the joint concurring or contributory act, omission or negligence of Contractor and City arising with or related to activities specified under the Contract;
- 5.1.1.2 be written as primary policies, not contributing with, or in excess of, any coverage City may have; and
- 5.1.1.3 have loss payable clauses in favor of and reasonably satisfactory to City.

**5.1.2 Commercial General Liability Insurance.** During the performance of the Contract, Contractor shall obtain and maintain continuously in effect a commercial general liability insurance policy, including personal and advertising injury liability and products, completed operations and construction site coverage, with a combined single limit per occurrence of not less than \$2,000,000. The aggregate limit shall not be less than \$4,000,000. The policy shall be endorsed to state that the aggregate limit of liability shall apply separately to the Contract.



Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. If available, such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract. Claims Made policies will not be accepted.

**5.1.3 Commercial Automobile Liability Insurance.** At all times during the term of the Contract, and at the sole expense of Contractor, Contractor shall maintain continuously in effect, "Symbol 1" commercial automobile liability coverage covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than \$2,000,000. If this coverage is written in combination with the Commercial General Liability, the aggregate limit for Commercial General Liability shall not be less than \$4,000,000 and the policy shall be endorsed to state that the aggregate limit of Commercial General Liability shall apply separately to the Contract.

**5.1.4 Workers Compensation.** At all times during the term of the Contract, and at the sole expense of the Contractor and Subcontractors, the Contractor and all Subcontractors shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.

**5.1.5 Pollution Liability.** Contractor or appropriate Subcontractor shall obtain, at their expense, and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environmental damage resulting from sudden accidental or gradual pollution and related cleanup costs incurred by the Contractor or appropriate Subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under the Contract. Combined single limit per occurrence shall not be less than \$2,000,000, with an annual aggregate limit of not less than \$4,000,000. If available, such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract. Claims Made policies will not be accepted.

**5.2 Indemnification.** The Contractor shall hold the City harmless from, and indemnify it for, all loss, costs, claims, demands, damages, suits, actions and judgments for property damage and/or personal injury, including death, arising out of the Project or performance under the Contract by the Contractor's agents or employees, or any of them. In any event any such action or claim is brought against City, Contractor shall, if City so elects, upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor jointly and reimburse City for any loss, costs, damage or expense (including legal fees) suffered or incurred by City.

**5.3 Taxes and Charges.** The Contractor shall pay state and local sales and use taxes on all items as required by the laws and statutes of the state and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether state or

federal; pay all social security charges and state unemployment compensation charges; and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees or sums whatsoever which are now or may hereafter be required to be paid or withheld under the laws.

#### **5.4 Bid Bond, Payment Bond, Performance Bond and Public Works Bond.**

**5.4.1 Contracts for Under \$25,000.00.** Except when required by the Purchasing Agent, and except for public improvement contracts, bids on all public contracts under twenty-five thousand dollars (\$25,000.00) are exempt from the requirements for a Bid Bond, a Performance Bond to assure performance of the Contract and a Payment Bond to assure payment of the obligations incurred in the performance of the Contract. The Information for Bidders shall state when Bonds are required for contracts under \$25,000.00.

**5.4.2 Contracts for \$25,000.00 or More.** Except for public improvement contracts, or except when waived by the Council, bids on all public contracts of twenty-five thousand dollars (\$25,000.00) or more, shall be accompanied by a Bid Bond, and the Contractor shall post a Performance Bond to assure performance of the Contract and a Payment Bond to assure payment of the obligations incurred in the performance of the Contract. The Information for Bidders shall state when the requirement for Bonds have been waived for contracts of \$25,000.00 or more.

#### **5.4.3 Public Improvement Contracts & Contracts for Highways, Bridges and Other Transportation Projects:**

**5.4.3.1** Bids on Public Improvement contracts for one hundred thousand dollars (\$100,000.00) or less, and contracts for highways, bridges and other transportation projects for fifty thousand dollars (\$50,000.00) or less, are exempt from the requirement of a Bid Bond, a Performance Bond and a Payment Bond.

**5.4.3.2** Bids on Public Improvement contracts for more than one hundred thousand dollars (\$100,000), and contracts for highways, bridges and other transportation projects for more than fifty thousand dollars (\$50,000), must be accompanied by a Bid Bond, Performance Bond and Payment Bond.

**5.4.4 Emergency Contracts.** For all contracts awarded under Roseburg Municipal Code Subsection 3.06.025(F), the City Council or the Purchasing Agent may waive the requirements for Bid Bond, the Payment Bond and the Performance Bond. Upon receiving the Purchasing Agent's report regarding the emergency conditions necessitating waiver, as required by Roseburg Municipal Code Subsection 3.06.025(F), the Council may modify or reject the Purchasing Agent's decision to waive Bond requirements.

**5.4.5 Public Works Bond.** Before beginning work on a public works contract, a contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall submit a \$30,000 Public Works Bond to the Construction Contractors Board and certify to the City that such Bond has been submitted. In case of an emergency, or when the City's interest or property would probably suffer material injury by delay or other cause, the requirement to file a Public Works Bond may be excused if the Purchasing Agent has declared an emergency under Roseburg Municipal Code Section 3.06.025.

**5.4.6 Submittal and Return of Bid Bonds.** When required by the above Subparagraphs, the Bid Bond shall accompany the bid in the form of cash, certified check, cashier's check, irrevocable letter of credit or Bid Bond in a form approved by City, and in an amount equal to ten percent (10%) of the total amount of the bid. There shall be no exceptions to this provision. All required Bid Bonds, excepting that of the Contractor submitting the successful bid, will be returned within thirty (30) calendar days after the Contract has been awarded. The Bid Bond from the successful Contractor will be retained until bidder has entered into a satisfactory Contract with the City, and when required, furnished a Performance Bond to assure performance of the Contract, a Payment Bond to assure payment of the obligations incurred in the performance of the Contract and the Public Works Bond Confirmation form executed by the Contractor. Should the successful bidder fail or refuse to execute the Contract and/or furnish the Payment Bond, Performance Bond or Public Works Bond Confirmation form as required, the Bid Bond deposited by said bidder shall be retained as liquidated damages by the City.

**5.4.7 Bond Form.** The form of all bonds required by the City shall be as the City may prescribe, and shall be with a Surety company satisfactory to the City and authorized to do business in the State of Oregon. Bonds shall be in force for one year after acceptance of the completed Project to cover all guarantees against defective materials and workmanship and all claims by subcontractors or third parties for services or materials provided to Contractor or Contractor's Subcontractors.

**5.5 Royalties and Patents.** The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City and the Project Manager harmless from loss on account thereof.

**5.6 Permits and Licenses.**

**5.6.1** The Contractor shall apply for and obtain, but the City shall cover the cost of, all rights-of-way permits, easements, franchises, highway crossing permits and railroad crossing permits as required. The Contractor shall comply with all specifications or requirements stipulated in the permits granted to the City.

**5.6.2** The Contractor shall obtain at Contractor's expense, all other permits (such as building permits, burning permits, blasting permits and safety permits),

licenses and inspection fees necessary for construction purposes as required by appropriate local, county, state or federal laws and/or ordinances. The Contractor shall also be registered to do business with the City of Roseburg prior to beginning work on the Contract.

**5.7 Laws to be Observed.** The Contractor shall keep fully informed of all local and county ordinances, state and federal laws in any manner affecting the Project herein specified. Contractor shall at all times comply with said ordinances, laws and regulations, and the City's Standard Contract Provisions in Exhibit "A" of the Construction Contract; and protect and indemnify the City and City's officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, provisions or regulations.

**5.8 Safety.**

**5.8.1** The Contractor will be solely and completely responsible for conditions of the jobsites, including safety of all persons and property during work on the Project. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, county and local laws, ordinances and codes. The Contractor shall comply with ORS 279C.505(2) drug testing program requirements at all times throughout the completion of the Project.

**5.8.2** The Contractor shall also comply with the "U.S. Department of Labor Occupational Safety and Health Act", the "Construction Safety Act" administered by the U.S. Department of Labor, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, except where these are in conflict with state laws, in which case the more stringent requirement must be followed.

**5.8.3** Contractor shall comply with all federal, state and local safety requirements, including but not limited to regulations pertaining to health hazard notification, control of hazardous energy, use of hazardous substances, handling and disposal of hazardous waste, removal and disposal of asbestos, entry into and work in confined spaces and handling of materials containing lead. City will notify Contractor of any hazardous conditions of which City is aware and will provide Contractor with information about City's safety and hazard notification programs. Such notification from the City does not relieve Contractor of any responsibility under the Contract or under federal or state statute, regulation or common law to inform itself of existing and potential hazards, to communicate those hazards to its employees, and to use all reasonable steps to minimize the risk of harm to its employees, other workers and the public.

**5.8.4** The Contractor shall maintain at the jobsite all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

**5.8.5** The duty of the Project Manager to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction sites.

**5.8.6** If death, serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Project Manager and the City. In addition, the Contractor must promptly report in writing to the Project Manager all accidents whatsoever arising out of, or in connection with, work on the Project or adjacent to the sites, giving full details and statements of witnesses.

**5.8.7** If any claim is made by anyone against the Contractor or any Subcontractor because of any accident, the Contractor shall promptly report the facts in writing to the Project Manager, giving full details of the claim.

**5.9 Equal Opportunity Clause.** The provisions of Executive Order 11246 of September 24, 1965, and the Rules and Regulations issued therein are hereby incorporated by reference, and the Contractor agrees, by acceptance of the Contract, to comply with such Executive Order, rules, regulations and amendments thereto, to the extent the same are applicable to the contracting and/or subcontracting of services or work hereunder.

**5.10 Warning Signs and Barricades.** The Contractor shall provide adequate signs, barricades and lights and take all necessary precautions for the protection of the work under the Project and the safety of the public. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or whitewashed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

**5.11 Flaggers.** In addition to furnishing and maintaining adequate signs, barricades and lights, the Contractor is required to furnish any and all flaggers that are required to control traffic. The City is hereby specifically exempted from furnishing any flaggers for the Project. If flaggers are required on any jobsite, they shall be supplied by the Contractor at no additional cost to the City.

**5.12 Public Safety and Convenience.** The Contractor shall at all times conduct work on the Project so as to insure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the Project, and to insure the protection of persons and property in a manner satisfactory to the Project Manager. No road or street shall be closed to the public except with the permission of the Project Manager and proper governmental authority. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Project Manager.

**5.13 Protection of Work and City's Property.** The Contractor shall at all times safely guard the City's property and equipment from injury or loss in connection with Contractor's work under the Contract. The Contractor shall at all times safely guard and protect the Project and adjacent property (as provided by law and the Contract Documents) from damage. Contractor shall be responsible for any damage to the City's property and equipment which is a result of the Contractor's negligence.

**5.14 Sanitary Provisions.** The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Project Manager.

**5.15 Payment of Prevailing Wages on Public Works in Oregon.**

**5.15.1** The Contractor and all Subcontractors on the Project shall pay not less than the "prevailing rate of wage" as that term is defined in ORS 279C.800 to 279C.870, and if applicable, the Federal Prevailing Wage required under the Davis-Bacon Act (40 U.S.C. 3141 - 3148), whichever is higher. The determination and application of such prevailing rate of wage is provided for in ORS 279C.800 through 279C.870, and if applicable, the Davis-Bacon Act (40 U.S.C. 3141 - 3148).

**5.15.2** If the Bureau of Labor has made no determination of the prevailing rate of wage, it shall be the obligation of the Contractor to determine the same by making application to the Bureau of Labor or otherwise.

**5.15.3** The Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the City in writing using the form prescribed by the Commissioner of the Bureau of Labor and Industries certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed in the work under this Contract and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this Contract. The certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

**5.15.4** Each certified statement shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statement shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified

statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 - 3148), whichever applies.

**5.15.5** As provided by ORS 279C.810, the contract amount threshold for application of the state prevailing wage rate law is \$50,000.00.

**5.16 Subcontractor and Supplier Agreements.** The Contractor shall include in its subcontracts for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing the Contract:

**5.16.1** A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) calendar days of payment by the City out of such amounts as are paid to the Contractor by the City under the Contract; and

**5.16.2** An interest penalty clause that obligates the Contractor, if payment is not made within thirty (30) calendar days after receipt of payment from the City, to pay to the first-tier subcontractor, an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to this requirement. The Contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier subcontractor did not make payment when payment was due, is that the Contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty shall be:

**5.16.2.1** For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made; and

**5.16.2.2** Computed at the rate specified in ORS 279C.515(2).

**5.16.3** The Contractor shall include in each of its subcontracts, for the purpose of performance of the Contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in this section and requiring each of its subcontractors to include such clauses in their subcontracts with lower-tier subcontractors or suppliers.

**5.16.4** None of the provisions of this section are intended to prevent the Contractor or any subcontractor from including in its contracts, the provision described in ORS 279C.580 (5) and (6).

**5.17 Application for and Processing of Subcontractor and Supplier Payments.** The Contractor shall provide each first-tier Subcontractor, including a material supplier, with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the

Contractor. The Contractor, except as otherwise provided in this Subsection, shall use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payment if the Contractor:

**5.17.1** Notifies the Subcontractor in writing at least forty-five (45) calendar days before the date on which the Contractor makes the change; and

**5.17.2** Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

## **6. PROGRESS AND COMPLETION OF PROJECT**

**6.1 Contract Time and Commencement of Construction.** The Contractor shall be capable of commencing construction on the Project covered under the Contract within ten (10) calendar days after signing of the Construction Contract. The Contract shall be in effect from the time it is signed until the Project is complete and accepted by the City. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work that will not be damaged thereby. Contractor shall not construct any portion of the work during the time unfavorable conditions exist that are likely to adversely affect the quality or efficiency of the work. It is expressly understood and agreed by and between the Contractor and the City that the Contract time specified for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

**6.2 Preconstruction Conference.** A preconstruction conference will be scheduled by the City prior to commencement of construction. The Contractor will be notified of the time and place of this conference and shall be required to attend. Ten (10) calendar days prior to the preconstruction conference, the Contractor shall provide to the Project Manager four (4) copies of a project work schedule for review and approval. The Contractor has an affirmative duty to update the construction schedule each time changes occur.

### **6.3 Prosecution of the Project.**

**6.3.1** It is expressly understood and agreed that the time of beginning, rate of progress and time of completion of the Project are of the essence of the Contract. The Contractor shall perform the construction of said Project with due diligence and at such a rate and in such a manner as, in the opinion of the Project Manager, is necessary for completion within the time set forth in Paragraph 4 of the Contract.

**6.3.2** After commencement of construction on the Project by the Contractor, if the Contractor is delayed by reason of the failure of the City to provide sufficient materials for construction thereof or to provide continuous open right-of-way, then the completion date of said Project shall be extended to the extent that the



Contractor is delayed in carrying on said Project by reason of such failure on the part of the City.

**6.3.3** The Contractor shall arrange its work and dispose of materials so as to insure the least possible interference and inconvenience to the landowners on or beside whose property the construction is taking place, or to the public where the construction lies in or near a public thoroughfare. Contractor shall employ only such number of construction crews as are reasonably necessary to construct said Project within the allotted time. The City may require the employment of an additional crew or crews, if in its judgment it is necessary in order to complete said Project with the time required.

**6.3.4** If the Contractor desires to carry on work at night or outside the regular hours, timely notice shall be given to the Project Manager to allow satisfactory arrangements to be made for inspecting the Project in progress.

#### **6.4 Provisions for Delays:**

**6.4.1 Notice of Delays.** Whenever the Contractor foresees any delay in the prosecution of the work, and in any event, immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify the Project Manager in writing on the probability of the occurrence of such delays, the probable duration and cause. The Contractor shall take immediate steps to prevent the occurrence or continuance of the delay. If this cannot be done, the Project Manager shall determine how long the delay will probably continue and to what extent the prosecution and completion of the work are being delayed thereby. The Project Manager shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his/her determination. The Contractor shall not make a claim for delays that are not called to the attention of the Project Manager at the time of their occurrence.

**6.4.2 Avoidable Delays Defined.** Avoidable delays in the prosecution or completion of the work include, but are not limited to:

- 6.4.2.1** All delays that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractor;
- 6.4.2.2** Delays that do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time specified;
- 6.4.2.3** Reasonable delays resulting from time required by the City and Project Manager for approval of plans submitted by the Contractor and for the making of surveys, measurements, testing and inspections; and

- 6.4.2.4** Delays arising from interruptions occurring in the prosecution of the work on account of the reasonable interference from other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time specified.

**6.4.3 Unavoidable Delays Defined.** Unavoidable delays in the prosecution or completion of the work include, but are not limited to, all delays (other than avoidable delays as defined above) that result from causes beyond the control of the Contractor and that could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its Subcontractors. Delays caused by other contractors employed by the City will be considered unavoidable delays only insofar as they interfere with the Contractor's completion of the work. Delays due to normal weather condition are not regarded as unavoidable delays insofar as they interfere with the Contractor's completion of the work. If the Project Manager determines the Contractor has experienced an unavoidable delay, and further that such delay has affected the controlling operations of the work, the City shall grant to the Contractor an extension of time for Contract performance, not to exceed the number of calendar days of unavoidable delay experienced by the Contractor. The Contractor has no remedy for unavoidable delay except as provided by this paragraph. Delays due to normal weather conditions are not regarded as unavoidable as the Contractor agrees to plan its work with prudent allowances for interference by normal weather conditions. Delays caused by acts of God, fire, unusual storms, flood, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes are considered unavoidable delays insofar as they interfere with the Contractor's completion of the work. Delays caused by shortages of materials are considered unavoidable providing the Contractor can prove to the City that the Contractor has made reasonable and timely attempts to secure the material(s).

A rainstorm, windstorm, high water or other natural phenomenon for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, do not constitute unusually severe weather. For the purposes of this Contract, rainfall data is assumed to be the same as that measured at the Roseburg Regional Airport by the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce.

#### **6.4.4 Time Extension for Delays.**

- 6.4.4.1 Extensions for Avoidable Delays.** In case the work is not completed in the time specified, including extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the City that are attributable to the fact the work was not completed on schedule. The City may grant an extension of time for avoidable delay if the City deems it in

its best interest. The Contractor shall compensate the City, in exchange for granting an extension of time for avoidable delay, for the actual costs to the City of Project management, inspection, general supervision and overhead expenses which are directly chargeable to the work and that accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the City.

**6.4.4.2 Extensions for Unavoidable Delays.** For delays the Contractor considers unavoidable, the Contractor shall submit to the Project Manager, complete information demonstrating the effect of the delay on the controlling operation in its construction schedule. The submission must be made within ten (10) calendar days of the beginning of the occurrence which is claimed to be responsible for the unavoidable delay. The Project Manager shall review the Contractor's submittal and determine the number of calendar days of unavoidable delay, if any, and the effect of such delay on the controlling operations of the work. If the Project Manager determines the Contractor has experienced an unavoidable delay, and further that such delay has affected the controlling operations of the work, the City shall grant to the Contractor an extension of time for Contract performance, not to exceed the number of calendar days of unavoidable delay experienced by the Contractor. The Contractor has no remedy for the unavoidable delay except as provided in this Section. During such extension of time, neither charges for the inspection nor administration nor damages for delay will be assessed against the Contractor. It is understood and agreed by the Contractor and the City that time extensions due to unavoidable delays involve controlling operations that would prevent completion of the whole work within the specified time.

If the Contractor disagrees with the Project Manager's determination, the Contractor may appeal such determination to the City Manager in accordance with Paragraph 3.4.2.

**6.5 Changes in the Project.** The City may, as the need arises, order changes in the Project through additions, deletions or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

**6.6 Extra Work.** New and unforeseen items of work found to be necessary but which cannot be covered by any item or combination of items for which there is an established Contract price, shall be classified as extra work. Upon written order from the City and

approval from the Project Manager, the Contractor shall do such extra work as may be required for the proper completion or construction of the whole Project contemplated. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Project Manager. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required. Contractor shall notify the Project Manager of the emergency as soon as possible, but shall begin work prior to providing notice if immediate work is necessary to protect life or property.

**6.7 Unforeseen Difficulties.** A delay beyond the Contractor's control occasioned by an act of God, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time to complete the Project as determined by the Project Manager, provided however, that the Contractor shall immediately give written notice to the Project Manager of the cause of such delay. In no event shall the Contractor be entitled under the Contract to collect or recover any damages, loss or expense incurred by any delay other than as caused by the City as stipulated hereinabove in Subsection 6.3 "Prosecution of the Project".

**6.8 Use of Completed Portions.** The City shall have the right to take possession of and use any completed or partially completed portions of the Project. Such use shall not be considered as final acceptance of any portion of the Project, nor shall such use be considered as cause for an extension of Contract completion time unless authorized by a change order issued by the City.

**6.9 Liquidated Damages.** If the Contractor fails to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the City for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate as stipulated in the Bid. The amounts are hereby agreed upon as liquidated damages for the loss to the City.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as damages for delay which have accrued against the Contractor. The exact amount of damage that would be sustained by the City due to delay is difficult, if not impossible, to accurately ascertain, but the parties believe the specified amount of liquidated damages to be a reasonable forecast of the damage for delay that the City would likely sustain. Such liquidated damages are in addition to any other ascertainable damage, other than for delays that the City sustains for Contractor's breach of the Contract. The City may deduct such damages from any amount due, or that may become due the Contractor or the amount of such damages becomes due and may be collected from the Contractor or its Surety.

**6.10 Substantial Completion.** Substantial Completion shall have the meaning set forth in Subsection 1.1 "Definitions" of these General Conditions.

Upon consideration by the Contractor that a determination of Substantial Completion of the Project, or a designated portion thereof, is completed, the Contractor shall so notify the Project Manager in writing. This notice shall include the Contractor's list of any minor incomplete contract work items to finish the Project. Upon receipt of the written notification, the Project Manager will promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If the Project Manager finds that the terms of Substantial Completion of the Contract have not yet been met, the Project Manager will so inform the Contractor. If, instead, the Project Manager determines from the inspection that the work, or the designated portion thereof, has met the terms of Substantial Completion, the Project Manager will issue to the Contractor a "Written Notice of Substantial Completion" along with a Punch List of any deficient work items needing repair or correction. The Contractor agrees to complete all such corrective work within thirty (30) calendar days after submission of the Punch List to the Contractor by the Project Manager. If the Contractor fails to complete the corrective work within the thirty (30) calendar days, the Contractor is liable to the City in the amount stated in the liquidated damages section of the Contract for each day thereafter until all corrective work is completed. The City shall be entitled to deduct liquidated damages from final payment.

- 6.11 Final Completion.** The Contractor shall notify the Project Manager in writing requesting a designation of Final Completion at the completion of the punch list items related to the Substantial Completion designation, and at the completion of any other items necessary to the completion of the Project. The Project Manager will inspect these remaining items, and upon satisfactory completion, will issue a written "Notice of Final Completion" which shall be subject to the City's Final Acceptance. In the event some items are not ready for the City's Final Acceptance the City may, without waiving any of the City's right to the portion(s) of the Project not yet receiving Final Acceptance, nonetheless provide Final Acceptance for those portion(s) of the items of the Project the City deems appropriate. As stated in Subsection 4.13, the terms of the guarantee commence on the date of the City's Written Notice of Final Acceptance for that portion of the work.

## **7. MEASUREMENT AND PAYMENT**

### **7.1 General.**

**7.1.1** All work acceptably completed under the Contract shall be measured by the Project Manager according to United States Standard Measures, and the quantities of work performed or materials furnished shall be computed on the basis of such measurements.

**7.1.2** The Contractor shall accept the compensation as herein provided in full payment for furnishing all materials not provided by the City and all labor, tools and equipment; for performing all work under the Contract; for all loss or damage arising from the nature of the Project other than unforeseeable environmental conditions as described in ORS 279C.525, the action of the elements or any unforeseen difficulties which may be encountered during the prosecution of the Project, until its final acceptance by the City.

**7.2 Payments.** The City shall make monthly progress payments within thirty (30) calendar days from the date of the pay request for work which has been completed and accepted by the City per ORS 279C.570.

**7.3 Final Payment.** The City shall retain five percent (5%) of all payments until the entire Project has been given Final Acceptance by the City. The entire Project must be accepted by the City prior to releasing retainage. Upon the City's acceptance of the entire Project, the retainage will be released and the Contractor shall be responsible for the workmanship and materials for one year thereafter as provided in Subsection 4.13.

If the contract price exceeds \$500,000, the City will place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the Contractor.

**7.4 City's Right to Withhold Payment.** The City may withhold payment in whole or in part on an approved invoice to the extent necessary to protect City from loss due to any of the following causes discovered subsequent to approval of the invoice by the Project Manager or the Project Manager's representative:

**7.4.1** Defective work;

**7.4.2** Evidence indicating the probable filing of claims by other parties against the Contractor;

**7.4.3** Failure of the Contractor to make payments to Subcontractors, material suppliers or workers; or

**7.4.4** Damage to another contractor.

**7.5 Payment for Uncorrected Work.** Should the Project Manager direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, the City may make an equitable deduction from the amount due to the Contractor on the Project in order to compensate the City for the uncorrected work.

**7.6 Payment for Extra Work.** In any case where the Contractor deems additional compensation is due Contractor for work or materials not clearly covered in the Contract Documents or not ordered by the Project Manager according to provisions of the Contract Documents, the Contractor shall notify the Project Manager, in writing, of his intention to make a claim in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given, or the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby waives the claim for such extra compensation. Such notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and

submitted, in writing, to the City and Project Manager within ten (10) calendar days following completion of that portion of the Project for which the Contractor makes his claim. In case the claim is found to be just, it shall be allowed and paid under a supplemental agreement to be entered into between the parties to the Contract.

## **7.7 Release of Liens.**

**7.7.1** Before the City pays the Contractor for the work included under the Contract, the Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Project, including but not limiting the generality of the foregoing, all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.

**7.7.2** If any lien or claim remains unsatisfied after payment to the Contractor is made, the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys' fees.

**7.8 Acceptance of Payment Constitutes Release.** The acceptance by the Contractor of a payment for the invoice shall release the City from all claims and liability to the Contractor for all things done or furnished in connection with the work specified on said invoice, and every act of the City and others relating to or arising out of the Project. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under the Contract, the Performance Bond or the Payment Bond as herein provided.

**7.9 Correction of Defective Work.** The Project Manager's approval of the invoice for work completed and the City's payment to the Contractor on such invoice, shall not relieve the Contractor of the responsibility for faulty materials or workmanship on said work during the one-year guarantee period as stipulated in Subsection 4.13. The one-year guarantee period for each portion of the Project begins when each portion of the Project receives written notice of Final Acceptance from the City. The City shall promptly give notice of faulty materials or workmanship which are discovered within the one-year guarantee period and the Contractor shall promptly replace any such defects. If the Contractor fails to make the repairs and replacements promptly, the City may do the work, and the Contractor and Contractor's Surety shall be liable for the cost thereof.

## **8. ENVIRONMENTAL MATTERS**

**8.1 Contractor Compliance.** Contractor shall comply with, and require its Subcontractors to comply with, all applicable federal, state and local statutes, ordinances, orders, rules and regulations relating to the protection of human health and environment, including but not limited to, the use, storage, release, spill, disposal or other handling of petroleum products and other hazardous substances.

**8.2. Unanticipated Regulatory Compliance and Site Conditions.**

**8.2.1** If Contractor is delayed or additional work is required due to the enactment of new or an amendment to existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after submission of the successful bid, City may, at its sole discretion:

- 8.2.1.1** terminate the Contract;
- 8.2.1.2** complete the Project itself;
- 8.2.1.3** use non-City forces already under contract with the City;
- 8.2.1.4** require that the underlying property owner be responsible for the additional work;
- 8.2.1.5** call for bids for a new contractor to provide the necessary services; or
- 8.2.1.6** issue Contractor a change order setting forth the additional work that must be undertaken.

**8.2.2** If Contractor encounters a condition not referred to in the Contract Documents, not caused by Contractor and not discoverable by a reasonable pre-bid visual site inspection, and such condition requires compliance with the regulations referred to in Paragraph 8.2.1 above, Contractor shall immediately provide City notice of the condition. Except as required by any environmental or natural resource regulation, or, in case of an emergency, Contractor shall not commence work or incur any additional job site costs with regard to the condition encountered without written direction from the City. Upon request, Contractor shall estimate emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition, and promptly deliver such estimate to City for resolution.

**8.2.3** In the event of an occurrence of an unanticipated site condition as described in Paragraph 8.2.2 above, City, within a reasonable period of time, may do any of the following at its sole discretion:

- 8.2.3.1** terminate the Contract;
- 8.2.3.2** complete the Project itself;
- 8.2.3.3** use non-City forces already under contract with the City;
- 8.2.3.4** require that the underlying property owner be responsible for the additional work;



- 8.2.3.5** call for bids for a new contractor to provide the necessary services; or
- 8.2.3.6** issue Contractor a change order setting for the additional work that must be undertaken.

**8.2.4** In the event City terminates the Contract under Subparagraph 8.2.1.1 or 8.2.3.1, Contractor shall be entitled to all costs and expenses incurred to the date of the termination, including overhead and reasonable profits, on the percentage of the Project completed. Contractor shall not be entitled to profits or consequential damages on the uncompleted portion of the Contract. If the City chooses to issue a change order or terminate the Contract for either of the reasons set forth in Paragraph 8.2.1 or 8.2.3, Contractor agrees to provide the City access to Contractor's documentation used to prepare Contractor's bid in order to assist City in making the City's determination of the additional compensation to be paid.

## **9. CHANGE ORDERS.**

**9.1 Authorized Changes in the Work.** Changes to the drawings, specifications, quantities or details of the Project are inherent in the nature of construction and may be necessary or desirable during the course of Project construction. Without impairing or invalidating the Contract, the City may at any time, without notice to any surety, by written order designed or indicated to be a Change Order or a Proposal Request, make any change in the work within the general scope of the Contract, including, but not limited to changes:

**9.1.1** In the Plans and Specifications (including drawings and designs);

**9.1.2** In the time, method, or manner of performance of the work;

**9.1.3** In the City-furnished facilities, equipment, materials, services or site; or

**9.1.4** Directing acceleration in the performance of the work.

**9.2 Unauthorized Changes in the Work.** The Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract times with respect to any work performed that is not required by the Contract Documents as amended, modified or supplemented except in the case of an emergency. In the event of an emergency, the Contractor has seven (7) calendar days to notify the Project Manager of the nature and extent of the emergency. If notification is not provided within seven (7) calendar days, no time adjustment or cost compensation will be allowed.

**9.3 Execution of Change Orders.** The City and the Contractor shall execute appropriate Change Orders and Proposal Requests and upon receipt of an approved Change Order or Proposal Request, the Contractor shall perform the work as modified. If the Change Order increases the Contract amount, the Contractor shall notify Contractor's Surety of

the increase and shall provide the City with a copy of any resulting modification to the Bond documents. Change Order and Proposal Requests shall clearly state all costs and schedule adjustments.

**9.4 No Oral Change Orders.** No oral order, statement or conduct of the City constitutes a Change Order or entitles the Contractor to an equitable adjustment.

**9.5 Change of Contract Price.**

**9.5.1** The Contract price may only be changed by a Change Order.

**9.5.2** The value of any work covered by a Change Order or of any claim for an adjustment in the Contract price will be determined as follows:

**9.5.2.1** Where the work involved is covered by the unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or

**9.5.2.2** Where the work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum; or

**9.5.2.3** Where the work involved is not covered by the unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Subparagraph 9.5.2.2, time and materials basis plus the Contractor's fee for overhead and profit as defined in Paragraph 9.5.3.

**9.5.3 Percentage Allowances.** For work negotiated and completed on a time and materials basis the Contractor's maximum allowable percentage markup of such costs shall be as follows:

Materials	15%
Equipment	15%
Labor	20%
Special Services	15%

**9.5.3.1** When a subcontractor performs work under a time and materials Change Order, the Contractor will be allowed a supplemental markup of 5% on the subcontractor's charges.

**9.6 Lump Sum Change Orders.** Whenever practicable, changes in Contract price resulting from extra work will be determined by a mutually agreed-upon lump sum price. The Contractor's proposal for such changes must include a detailed breakdown of all labor and materials to be performed by its forces and by the forces of its Subcontractors and material suppliers.

Costs for labor, material, rentals, approved services, and for overhead and profit for the Contractor, Subcontractor and material suppliers must be calculated as specified under the Subsection 9.7.

When the City desires a price quotation from the Contractor for a proposed change to the Contract, the Project Manager will issue a Proposal Request describing the proposed changes. The Contractor shall respond with a price quote within ten (10) calendar days of the issuance of the Proposal Request.

Contractor's quotations for Change Orders and Proposal Requests must be in writing and firm for a period of thirty (30) calendar days. Any compensation paid in conjunction with the terms of a Change Order compromises the total compensation due the Contractor for the modification defined in the Change Order. By signing the Change Order or Proposal Request, the Contractor acknowledges that the stipulated compensation includes payment for the modification plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation or claim for Contract time extension in respect to the subject Change Order or Proposal Request.

The City's request for quotations on modifications to the work is not considered authorization to proceed with the work prior to the approval of a formal Proposal Request or Change Order, and such request does not justify any delay in existing work.

**9.7 Time and Material Change Orders.** Whenever the Contractor is directed by written notice from the Project Manager as the City's representative, to perform extra work on a time and material basis, the Contractor shall furnish labor, equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual necessary expense of the following:

**9.7.1** Field and office labor, including estimating and procurement personnel and foremen, who are directly assigned to the time and materials work (actual payroll cost, including wages, fringe benefits as established by law). The cost of labor includes any employer payment to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. Where subsistence and travel allowances are required for performance of extra work, the charges consist of the actual amount paid to each worker. No other fixed labor burdens will be considered unless approved in writing by the City.

**9.7.2** Material delivered and used on the designated work, including sales tax, if paid by the Contractor or its Subcontractor.

**9.7.3** Rental or equivalent rental cost of equipment, including necessary transportation, for items having a value in excess of \$100. When equipment is not rented, the equivalent rental cost of equipment is based on the standard rental rates for Contractor-owned equipment, but in no event exceeds the rental rates set forth in the most current edition of the "Equipment Watch Rental Rate Blue

Book”, published by Penton Media. For equipment not listed in the Blue Book, the rental rate is as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and City prior to the use of the unlisted equipment. The reasonable cost of moving equipment onto and off the job site may be included, but equipment rental will not be paid when the equipment is inoperative due to breakdowns. Individual pieces of equipment or small tools having a replacement value of \$100 or less are considered as included in the overhead allowances and no additional payment therefore will be made.

When equipment is used on the extra work for less than five (5) business days, hourly rates will be used. Less than thirty (30) minutes of operation are considered ½ hour of operation. When equipment is used on the extra work for more than five (5) business days, weekly rates apply. In this case, less than four (4) hours of operation is considered to be ½ calendar day of operation.

Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances must not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment are understood to cover all fuel, supplies, repairs, and renewals.

The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor has no claim for profit or added fees on the cost of such materials and equipment.

**9.7.4** The added fixed fees defined in Paragraph 9.5.3 constitute full compensation for the cost of general supervision, overhead, profit and any other general expense.

**9.7.5** If a dispute occurs over payment for work provided on a time and material basis, the dispute is not cause for stopping work.

**9.7.6** The Contractor shall maintain accurate and detailed records for all work performed on a time and materials basis. These records must reflect all the actual necessary expenses pertaining to the extra work and must at all times be available for audit by the City.

**9.7.7** The Contractor shall make clear distinction in its records between the direct costs of work paid for on a time and materials basis and the costs of other work. The Contractor shall furnish the Project Manager report sheets in duplicate of each day's work that itemize the labor, materials and equipment used, and shall make the report sheets available for the City's review. The daily report sheet must provide names or identifications and classifications of workers, the hours worked, the sizes, types and identification numbers of equipment, and hours operated. Daily report sheets must be signed by the Contractor or its authorized agent and verified by the Project Manager.

**9.7.8** To receive partial payments and final payment for time and materials work, the Contractor shall submit to the Project Manager, in a manner approved by the Project Manager, detailed and complete documented verification of the Contractor's and any of its Subcontractor's actual cost incurred. Material and rental charges must be substantiated by copies of vendors' invoices. Such costs must be submitted within thirty (30) calendar days after said work has been satisfactorily completed.

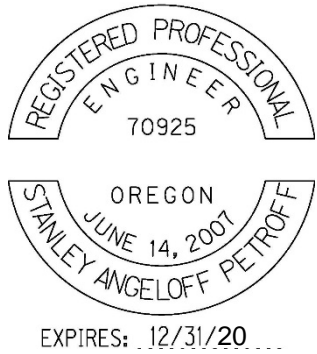
DOUGLAS COUNTY OREGON

SPECIAL PROVISIONS

FOR

Stewart Parkway Bridge End Panel Repair Over the South Umpqua River  
Stewart Parkway  
Douglas County

**PROFESSIONAL OF RECORD CERTIFICATION:**

 <p>REGISTERED PROFESSIONAL ENGINEER 70925</p> <p>OREGON JUNE 14, 2007 STANLEY ANGELOFF PETROFF</p> <p>EXPIRES: 12/31/20</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, bases, wearing surfaces, and permanent traffic safety and guidance systems. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00225, 00280, 00310, 00330, 00331, 00350, 00440, 00620, 00640, 00730, 00744, 00759, 00810, 00850, 00865, 02050, 02190, 02510, and 02820</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

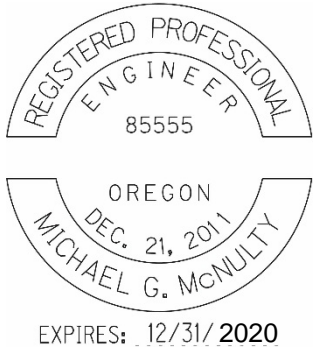
DOUGLAS COUNTY OREGON

SPECIAL PROVISIONS

FOR

Stewart Parkway Bridge End Panel Repair Over the South Umpqua River  
Stewart Parkway  
Douglas County

**PROFESSIONAL OF RECORD CERTIFICATION:**

 <p>REGISTERED PROFESSIONAL ENGINEER 85555 OREGON DEC. 21, 2011 MICHAEL G. MCNULTY EXPIRES: 12/31/ 2020</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge No. 26T09. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00501, 00510, 00540, 00545, 00584, 00585, 00587, 02001, 02050, 02530, and 02690</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

## WORK TO BE DONE

The work done under this contract generally consists of furnishing all labor, equipment, materials and supervision for the construction of *replacement of the bridge end panels of the Stewart Parkway Bridge # (Br. #26T09)*.

1. Furnish, place and maintain temporary traffic control devices and project information related signage.
2. Furnish and install reinforced concrete bridge end panels at locations as shown.
3. Furnish and install monolithic curb and sidewalk at locations as shown.
4. Furnish and install Type "F" concrete rails at locations shown.
5. Furnish and install Type "3" three-beam metal guardrails at locations shown.
6. Furnish and install preformed compression seal and elastomeric concrete nosing at locations shown.
7. Furnish and install end panel pavement transitions.

## APPLICABLE SPECIFICATIONS

The Specifications, which are applicable to the work on this project, are:

- APWA/ODOT 2018 edition of the "Oregon Standard Specifications for Construction".

All number references in these special provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Standard Specifications bearing like numbers and to Sections and subsections contained herein in their entirety. Standard Specifications not specifically addressed in these Special Provisions shall be complied with if applicable.

## SECTION 00110 - TERMS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

**00110.00 Meaning of Terms** – Add the following after the last bullet:

- This is a City of Roseburg project. Substitute terms pertaining to:
  - Transportation Commission with Roseburg City Council
  - Engineer with Public Works Director or his/her authorized representatives
  - Department with the City of Roseburg



- Other like terms with City of Roseburg substitutes

## **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

Comply with the City of Roseburg General Conditions located within this booklet and supplemented and/or modified as follows:

For bidding requirements and procedures, bidders shall comply with the City of Roseburg General Conditions and the Information to Bidders located within this booklet and supplemental and/or modified as follows:

The plans, which are applicable to the work to be performed under the contract, bear title and date as follows:

Stewart Parkway End Panel Repair  
City of Roseburg  
Project No. 19PW10  
March 4, 2021

**Examination of Work Site and Bidding Documents** - Before submitting a bid, bidders shall carefully examine the site of the proposed work, the bid booklet, plans, and specifications. Submission of a bid will be considered proof that the bidder has examined the site and bidding documents and understands the conditions to be encountered in performing the work and all requirements of the contract.

The City or its employees or agents will not be responsible for loss or unanticipated costs suffered by the bidder because the bidder failed to become fully informed about all conditions of the work. Any explanation or interpretation of plans and specifications needed by the bidder shall be requested by e-mail to the following:

Information pertaining to work on this project contact:

**Jared Trowbridge, PE**  
Dowl, LLC  
4275 Commercial Street, Suite 100  
Salem, OR 97302  
(503)-400-3287  
JTrowbridge@dowl.com

The request shall be made in sufficient time for the reply to reach all bidders before submission of the bidder's bid. No requests will be answered that are submitted less than 10 calendar days prior to the bid submission deadline. Refer to "Information to Bidders". Oral explanations or interpretations given before receiving bids for a project will not be binding. To be binding, interpretation of the plans and specifications by the City must be made by written addendum or written clarification furnished to all plan holders.

**Changes to Plans, Specifications, or Quantities before Opening of Bids** - The City reserves the right to issue addenda making changes or corrections to the plans, specifications, or quantities. Only holders of bidding documents obtained from the ORPIN will

be notified of these changes or corrections by email, sent to the bidder's email address as it appears on the plan holders list files.

The City will not be responsible for failure of bidders to receive addenda sent as described in the preceding paragraph. Bids will be rejected if opened and found not to be based on changes or corrections sent before bids were opened.

**Disqualification of Bidders** - Any of the following reasons may be sufficient to disqualify a bidder and cause its proposal(s) to be rejected:

- More than one proposal for the same work from an individual, partnership, corporation, or joint venture under the same or different name
- Evidence of collusion among bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- The reasons cited in ORS 279.037

A bidder will be disqualified if the bidder has:

- Not been prequalified as required by the Information for Bidders, Section 9
- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279.361.
- Not registered with the Oregon Construction Contractors Board or been licensed by State Landscape Contractors Board before submitting a bid (ORS 279.025(2)(k) and 671.530). The bidder's registration number and expiration date shall be shown in the proposal form, if requested. Failure to furnish the registration number, if requested, will render the bid non-responsive and subject to rejection. (Not required on Federal-Aid projects.)

**Addenda** – All addenda will be posted to the City website. Bidders shall be responsible for checking the Agency website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing. Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published on the website before Bid Closing.

A bidder may withdraw its paper Bid after it has been delivered to the City, provided that:

- The Written withdrawal request is submitted on the Bidder's letterhead, in person and includes the Bid number;
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.

## **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

Comply with the City of Roseburg “Standard City General Conditions” and “Special Conditions”.

**Award of Contract** – Notice of award will be sent within 45 calendar days from the opening of proposals.

**00130.90 Notice to Proceed** - Add the following sentence to the end of the first paragraph.

Anticipated issuance of Notice to Proceed will be the second week of May, 2021.

## **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.10 Coordination of Specifications and Plans** – Add the following before the first bullet:

- City of Roseburg General Contract Conditions and Special Conditions govern over Standard Specifications Sections 00120, 00130, 00170, 00180 and 00195.

**00150.15 (b) Agency Responsibilities** – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

**00150.15 (c) Contractor Responsibilities** – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform all construction staking.

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

**00150.50 (e) Notification** - Add the following paragraph to the end of this subsection:

This project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

**00150.60 Construction Equipment Restrictions** - Add the following subsection:

**00150.60(d) Access and Work Zone** – Construction equipment access shall be limited to existing public right-of-way, and easements.

**00150.70 Detrimental Operations** – Replace the paragraph that begins “The Contractor shall avoid...” with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging utilities and foundations. (Also see Section 00150.60, Section 00150.75, and Section 00170).

## **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.03 Testing by Agency** – Replace this subsection, except for the subsection number and title, with the following:

No testing will be performed by the City. All testing shall be the responsibility of the Contractor. The Contractor shall retain and pay for the services of an approved, recognized independent testing laboratory to conduct laboratory tests on materials and field testing to determine the relative compaction or trench backfill, subgrades, and asphalt concrete pavement, as required.

**00165.04 Cost of Testing** – Replace this subsection, except for the subsection number and title, with the following:

All testing required to be performed by the Contractor will be considered incidental and will be at the Contractor's expense.

**00165.10 Material Acceptance Guides** – Replace this subsection in its entirety with the following:

### **00165.10 Contractor Quality Control:**

**(a) Responsibilities** – Contractor shall be responsible for:

- Furnishing material of the quality specified.
- Performing testing as required by the Special Provisions or Supplemental Standard Specifications.

**00165.50(b-1) Specification Materials** – delete 1.0500 at the end of paragraph and substitute 1.00 as there will be no PF greater than 1.00 on this project.

## **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.02 Permits, Licenses, and Taxes** - Add the following bullets:

- The City of Roseburg requires a Bulk Water Permit to be issued when using fire hydrants or other City devices to obtain water for construction or bulk purposes. A no fee Bulk Water Permit is available from the City of Roseburg Public Works Department.
- Contractor shall obtain necessary permits from ODOT for placement of detour signs within ODOT ROW.
- City of Roseburg requires a permit for all street closures.
- Contractor shall be licensed to do business in the City of Roseburg.

## **SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications, supplemented by the City of Roseburg General Conditions located within this booklet, and modified as follows:

**00180.20 Subcontracting Limitations** – Comply with Section 00180.20 of the Standard Specifications.

**00180.41 Project Work Schedule** – Add the following to the end of this section.  
A Type A Project Work Schedule as detailed in this section is required on this Contract.

**00180.50(c) Beginning of Contract Time** – Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the issuance of the Notice to Proceed.

Add the following subsection:

**00180.50(h) Contract Time** – Complete all Work to be done under the Contract, before the elapse of 90 calendar days.

**00180.85(b) Liquidated Damages** - Add the following paragraph:

Liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1000.00 per Calendar Day.

Add the following subsection:

**00180.85(c) Lane Closures and Road Closures** - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

**(1) Lane Closures** - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$1000 per day, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at

no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

## **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

## **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02(a) General Requirements** - Add the following bullets to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed on NW Stewart Pkwy when allowed, shown, or directed over a single duration of 30 consecutive Calendar Days to complete all bridge end panel replacement work.

Add the following subsections:

**00220.40(g) Limited Duration Road Closure** – The Contractor will be permitted to close all Traffic Lanes on NW Stewart Pkwy for a maximum number of 2 nights during the times listed below, except as indicated in 00220.40(e)(2):

- Nightly, Sunday night through Friday morning between 9:00 p.m. and 6:00 a.m.

Add the following subsection:

**00220.41 Bridge Work** - Before starting any grading or pavement removal at bridge ends or removal of pavement from bridge decks, arrange so that all equipment, labor, and materials required to complete the pavement replacement work and bridge deck waterproofing work are on hand or are guaranteed to be delivered. Once grading and pavement removal begins, vigorously prosecute and complete this work. Complete paving and membrane waterproofing work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and pavement removal and membrane waterproofing work with asphalt concrete mixture to provide a smooth and safe transition. Construct tapers according to 00620.40.

Add the following subsection:

**00220.42 Bridge Site Road Closure** - Close the road to traffic at the bridge site during reconstruction of the bridge. Do not close the road until all materials and equipment are on hand or guaranteed to be delivered so that the work can be done in an efficient manner with a minimum period of road closure.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00225.

Add the following subsection:

**00220.45 Load Restrictions on Bridges** - Limit the combined weight of construction vehicles, equipment, and daily material usage to 65,000 pounds for every 1,000 square feet of surface area plus the weight of long term storage of materials to 25,000 pounds for every 100 square feet of surface area of the bridge or a total of 200,000 pounds for each span of the bridge, whichever is less.

The Contractor may request alternate loadings by submitting, 30 Calendar Days before proposed loadings, stamped loading calculations and data according to 00150.35.

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications modified as follows:

**00225.01(b) Definitions** – Add the following to the end of the subsection:

**Temporary Walk** – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

**00225.05 Traffic Control Plan** – Replace this subsection with the following subsection:

**00225.05 Contractor-Developed Traffic Control Plan** – Submit stamped working drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD, and the following:

- Staging sequences and details for Work affecting vehicular traffic.

- Proposed order and duration of the TCM.

**00225.32(b) Traffic Control Inspection Without TCS** - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

## **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.62 Inspection and Monitoring** - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer with 24 hours.

**00280.90 Payment** - In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:

When only item (a) is listed in the Contract Schedule of Items, additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.30(a) Pollution Control Measures** - Add the following subsections and bullets:

### **(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.



## Stewart Parkway Bridge End Panel Repair

- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.

The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

### **00290.41 Protection of Wetlands – Replace the title of this subsection with “Protection of Waters of the U.S. or State”**

Delete the paragraph that begins with “For the purposes of this Section...”.

## **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

## **SECTION 00330 – EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

## **SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

## **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

## **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

### **00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

## SECTION 00501 - BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

**00501.00 Scope** - Add the following paragraph(s) to the end of this subsection:

Remove the following portions of the existing bridge 26T09:

- Existing bridge end panels.
- Existing bridge rails on the bridge end panels

Add the following subsection:

**00501.02 Plans** - Plans of the existing structure are available for viewing at the office of the Engineer. Prints of these plans are available upon request.

## SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

**00510.80(b)(1) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

Location	Structure Excavation (Cubic Yard)
Bridge No. 26T09	55.0

**00510.80(d) Granular Wall/Structure Backfill** - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for granular structure backfill. The estimated quantity of granular structure backfill is:

Location	Granular Structure Backfill (Cubic Yard)
Bridge No. 26T09	40.0

**00510.90(d) Granular Wall/Structure Backfill** - Replace this subsection, except for the subsection number and title, with the following:

## Stewart Parkway Bridge End Panel Repair

Granular structure backfill will be paid for at the Contract unit price, per unit of measurement, for the following item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Granular Structure Backfill .....	Lump Sum

## SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

**00540.17(a) Aggregate** - Replace this entire subsection, including 00540.17(a)(1) and 00540.17(a)(2), with the following subsection:

**00540.17(a) Aggregate** - Acceptance of aggregate will be according to 02690.12.

**00540.17(c)(2) Actual Strength Test Value** - Replace this subsection, except for the subsection number and title, with the following:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

**00540.49(a)(1) Hot Weather** - Replace the paragraph that begins "Maintain the concrete temperature..." with the following paragraph:

Maintain the concrete temperature during hot weather as specified. When concrete temperatures approach the maximum allowable temperature according to 02001.20(d), take appropriate action to lower the concrete temperature.

**00540.50(c) Deck Roadway Texturing** – Replace this subsection, except for the subsection number and title, with the following:

Texture deck roadway surface with markings 1/8 inch to 3/16 inch deep, randomly spaced from 1/2 inch to 1 1/4 inch apart, as approved using one of the following:

- A steel-tined tool with 1/8 inch wide lines
- A finned float, having a single row of fins, that produces grooves approximately 3/16 inch wide
- A saw that cuts grooves 0.1 inch wide. Grooving must be done after the during duration and before the roadway is open to traffic. Continuously remove residue from sawing operation while grooving.

Perform the texturing operation at such a time and in such a manner that the desired texture will be achieved with minimal displacement of the larger aggregate particles.

Avoid overlaps of the texturing. Make the texturing transverse to the roadway centerline and full width of the roadway except for strips 16 inches wide along curb faces, which shall be troweled smooth.

**00540.51(a) General Requirements** - Replace the paragraph that begins "Cure cast-in-place concrete..." with the following paragraph:

Cure cast-in-place concrete surfaces with water, wet burlap, and a layer of 4 mil polyethylene film, except polypropylene fabric may be used in place of wet burlap on horizontal surfaces. Begin curing as soon after placement as possible without damaging the freshly placed concrete. Continue curing for 7 Calendar Days (14 Calendar Days for bridge decks) after placement.

Add the following paragraph to the end of this subsection:

If the ambient temperature falls below 50 °F, or is forecasted to be below 50 °F, provide a 24-hour continuous recording thermometer and place it directly on the surface of the concrete. Once placed, the thermometer shall remain in place for the duration of the cure period. Use methods approved by the Engineer to maintain a concrete temperature of at least 50 °F during the cure period.

**00540.53(b) Class 1 Surface Finish (Ground and Coated)** - Replace this subsection with the following subsection:

**00540.53(b) Class 1 Surface Finish (Ground, Sacked, and Coated)** - After completion of the general surface finish, grind the surface with a power grinder or an equivalent method to remove laitance and surface film. Sack the surface to fill all holes using a paste of fine mortar sand, cement, water, and bonding agent. The ratio of bonding agent to water shall be one part bonding agent to two parts water, or as recommended by the manufacturer. Apply coating according to 00540.53(d).

## **SECTION 00545 - REINFORCED CONCRETE BRIDGE END PANELS**

Comply with Section 00545 of the Standard Specifications modified as follows:

**00545.10 Materials** - Replace the bullet that begins "Furnish Class HPC4000 concrete..." with the following bullet:

- Furnish Class HPC4500 concrete for end panels, unless shown otherwise.

Replace the bullet that begins "Class V reinforced concrete..." with the following bullet:

- Class V reinforced concrete pipe meeting the requirements of 02410.10(g).

**00545.42 Surface Finish** - Replace this subsection, except for the subsection number and title, with the following:

Texture the end panel roadway surface according to 00540.50(c). Texture all other exposed end panel surfaces according to 00540.50(d) Deck Sidewalk Finish.

**SECTION 00584 - ELASTOMERIC CONCRETE NOSING**

Comply with Section 00584 of the Standard Specifications.

**SECTION 00585 - EXPANSION JOINTS**

Comply with Section 00585 of the Standard Specifications modified as follows:

**00585.42(c) Joint Preparation** - Replace this subsection, except for the subsection number and title, with the following:

Prepare the joint surfaces as directed in this Section and according to the joint material manufacturer's recommendations. Ensure that all joint surfaces to receive a seal are sound, dry, clean, and frost-free at the time of joint installation.

For joint replacement, remove joint material from existing joints and clean the existing joints full depth and full width as directed by the Engineer. If existing joint surfaces have spalled, cracked, or deteriorated concrete, repair as shown or as directed to provide a uniform and smooth surface along the joint.

**00585.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of expansion joints are:

Structure	Joint Type	Quantity (Foot)
Bridge No. 26T09	Compression Seals	97

**00585.90 Payment** – Replace pay item (d) with the following pay item:

(d) Compression Seals..... Lump Sum

Add the following bullet after the paragraph that begins “No separate or additional payment...”:

- Removal and preparation of existing bridge deck and rail faces to install new joint and new elastomeric nosing as shown

**SECTION 00587 - BRIDGE RAILS**

Comply with Section 00587 of the Standard Specifications modified as follows:

**00587.10 Materials** - Add the following to the end of the list:



Coating Materials for Concrete..... 02210.30

**00587.42(e) Latex Paint Cure for PCC** - Replace this subsection with the following subsection:

**00587.42(e) Latex Emulsion Paint Cure for PCC** - As an option to curing cast-in-place or slipformed bridge rails, the following procedure may be used:

- Allow free moisture to flash off, but only until the concrete surface does not glisten, and never for more than 1 hour.
- Apply latex emulsion paint from the QPL as follows:
  - Apply the first coat at an application rate of 150 square feet per gallon.
  - Allow the first coat to air-dry for 1 hour.
  - Apply the second coat at an application rate of 150 square feet per gallon, with the application direction transverse to the direction of the first coat.

**00587.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

Structure	Rail Type	Quantity (Foot)
Bridge No. 26T09	Type "F" Concrete Rail Transition, Modified	60
Bridge No. 26T09	Type "F" Concrete Rail, Modified	20

## **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications modified as follows:

**00620.43 Maintenance Under Traffic** - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

## **SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

### **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 1 tons of Emulsified Asphalt in tack coat will be required on this Project.

### **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 70-22ER grade asphalt cement for this Project.

Add the following subsection:

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

### **SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

**00759.90 Payment** – Replace pay item (f) with the following pay item:

(f) Monolithic Curb and Sidewalks, Modified..... Square Foot

## SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

**00810.10 Materials** - In the list of materials, replace the line that begins "Wood Guardrail Blocks..." with the following line:

Guardrail Blocks ..... 02110.20

**00810.13 Guardrail Anchors** - Add the following paragraph to the end of this subsection:

Furnish one guardrail anchor cable assembly per project for testing according to AASHTO M 30.

**00810.15 Salvaged Material** - Replace the paragraph that begins "Material salvaged as part..." with the following paragraph:

Materials salvaged as part of removal work on the Project may be reused in new construction if the Engineer determines that the materials meet the requirements of 0810.10, except for preservative treatment requirements, and conform to the following:

**00810.90 Payment** - Add the following pay item to the pay item list:

Pay Item	Unit of Measurement
(m) Extra for Metal Beam Rail Behind Posts .....	Foot

Add the following paragraph after the paragraph that begins "In Item (l), the type...":

Item (m) includes the extra costs for furnishing and installing metal beam rail and all associated hardware on the backside of guardrail posts where shown.

## SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.45 Installation** - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

**SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE**

Comply with Section 0865 of the Standard Specifications.

## SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.02 Abbreviations and Definitions** - Replace this subsection, except for the subsection number and title, with the following:

- ASTV** - Actual Strength Test Value - average of test cylinder compressive strengths
- $f'_c$  - Minimum Specified Compressive Strength at 28 days
- $f'_{cr}$  - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet  $f'_c$
- GGBFS** - Ground Granulated Blast Furnace Slag
- HPC** - High Performance Concrete
- HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)
- PPCM** - Precast prestressed concrete member
- SCM** - Supplementary Cementitious Materials
- SSD** - Saturated Surface-Dry
- w/cm Ratio** - Water-Cementitious Material Ratio
- WRA** - Water Reducing Admixture

**Cementitious Materials** - Portland cement and supplementary cementitious materials.

**High Performance Concrete** - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

**Moderate Exposure** - Elevations below 1,000 feet.

**Pozzolans** - Fly ash, silica fume, and metakaolin.

**Severe Exposure** - Elevations 1,000 feet and above.

**Supplementary Cementitious Materials** - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

**02001.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates .....	02690
Cement.....	02010
Chemical Admixtures .....	02040
Concrete Modifiers.....	02035
Supplementary Cementitious Materials.....	02030

Synthetic Fiber Reinforcing .....	02045
Water .....	02020

**02001.20(a) Strength** - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength,  $f'_c$  at 28 days.

**Table 02001-1**

<b>Concrete Strength and Water/Cementitious Material (w/cm) Ratio</b>		
<b>Type of Concrete</b>	<b>Strength (PSI)</b>	<b>Maximum w/cm Ratio</b>
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 <sup>1</sup>
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
<sup>1</sup> PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

**(1) Required Over Design Strength ( $f'_{cr}$ )** - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

- $f'_{cr} = f'_c \times 1.20$  for up to but not including Class 6000;  $f'_{cr} = f'_c \times 1.15$  for Class 6000 and higher
- $f'_{cr} = f'_c + 1.34 \times S^1$  for up to but not including Class 6000;  $f'_{cr} = f'_c + 1.28 \times S^1$  for Class 6000 and higher

<sup>1</sup> For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class ( $\pm 1,000$  psi) mix design produced at the same plant.

**(2) Flexural Beams** - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.



**02001.20(c) Slump** - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

**Table 02001-3**

<b>Concrete Slump</b>	
<b>Condition</b>	<b>Slump</b>
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	5 1/2" ± 2 1/2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" ± 2"
Drilled Shaft Concrete	8 1/2" ± 1 1/2" <sup>1</sup>
<sup>1</sup> Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.	

Add the following subsection:

**02001.20(e) Durability** - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

<b>Test</b>	<b>Test Method</b>	<b>Acceptance Value</b>
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days <sup>1</sup>

<sup>1</sup> Only required for alternate HPC designs. See 02001.30(b)(2).

**02001.30 Concrete Mix Design** - Replace this subsection with the following subsection:

**02001.30 Concrete Constituents:**

**(a) Portland Cement** - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

**(b) Supplementary Cementitious Materials** - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

**(1) General Limits** - SCM may be used separately or in combination as shown:

<b>Separate SCM</b>	<b>Maximum</b>
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%

<b>Combined SCM</b>	<b>Maximum</b>
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

\* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

**(2) HPC Cementitious Composition** - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

**(c) Blended Hydraulic Cement** - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

**(d) Chemical Admixtures** - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

**(e) Aggregate** - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

**(f) Synthetic Fiber Reinforcing for Concrete** - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

<b>Table 02001-4</b>	
<b>Absolute Solid Volume</b>	
<b>Maximum Nominal Aggregate Size</b>	<b>Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)</b>
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

**02001.31 Concrete Constituents** - Replace this subsection with the following subsection:  
**02001.31 Concrete Mix Design** - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification requirements.

**02001.32(a) Trial Batch** - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

**02001.32(c) Strength Tests** - Replace this subsection with the following subsection:

**02001.32(c) Hardened Concrete** - When applicable, test properties according to the following test methods:

<b>Test</b>	<b>Test Method</b>
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157

Permeability

AASHTO T 277

**(1) Compressive Strength Tests** - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.

**(2) Flexural Strength Tests** - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

**(3) Length Change Tests** - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.

**(4) Permeability Tests** - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

**02001.32(d) Length Change Tests** - Delete this subsection.

**02001.32(e) Permeability Tests** - Delete this subsection.

**02001.33 Required Over Design Strength ( $f'_{cr}$ ) for New Mix Designs** - Delete this subsection.

**02001.34(a) Length Change Tests** - Delete this subsection.

**02001.34(b) Permeability Tests** – Delete this subsection.

**02001.35 Required Submittals for Mix Designs** - Replace this entire subsection with the following subsection:

**02001.35 Required Submittals for Mix Designs** - Submit the following information for each concrete mix design:

**(a) Supplier's Information** - Provide the supplier's unique mix design identification number and batch plant location.

**(b) Mix Design Constituent Proportions:**

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

**(c) Aggregates** - Identify the Aggregate source by the ODOT source number. Report current values of the following:

- Bulk specific gravities (SSD)
- Fine Aggregate absorptions
- Coarse Aggregate absorptions
- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

**(d) Cement** - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

**(e) SCM** - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class
- QPL product number

**(f) Concrete Modifiers** - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

**(g) Admixtures** - For each admixture used, identify the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

**(h) Synthetic Fiber Reinforcing** - For each synthetic fiber reinforcing used, provide:

- Manufacturer
- Brand name

- Design dosage rate
- QPL product number

**(i) Water** - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

**(j) Plastic Concrete Tests** - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

**(k) Compressive Strength Test Results** - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

**(l) Strength Analysis** - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).

**(m) Quality Control Personnel** - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

**02001.37 Trial Batch Costs** – Delete this subsection.

## **SECTION 02050 – CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

**02050.20 Polyethylene Films** - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

## **SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER**

Comply with Section 02190 of the Standard Specifications modified as follows:

**02190.20 Drying After Treatment** – Replace the sentence that begins “When using waterborne preservatives...” with the following sentence:

When using waterborne preservatives, dry items according to AWWA T1, Section 7.

**02190.30 Field Treatment** – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWWA M4, Section 6 with a preservative from the QPL.

## **SECTION 02510 - REINFORCEMENT**

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.10 Deformed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A 706, AASHTO M31 (ASTM A615), or AASHTO M334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

**02510.20 Mechanical Splices** - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

**02510.25 Headed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

## **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.70 Galvanizing** - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

## **SECTION 02690 - PCC AGGREGATES**

Replace Section 02690 of the Standard Specifications with the following Section 02690:

### **SECTION 02690 - PCC AGGREGATES**

#### **Description**

**02690.00 Scope** - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

#### **02690.01 Definitions:**

**Coating** - Foreign or deleterious substances found adhering to the aggregate particles.

**Detrimental Materials** - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

**Nominal Maximum Size Of Aggregate** - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.



## Materials

**02690.10 Materials** - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

**02690.11 Alternate Grading** - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

**02690.12 Acceptance of Aggregate** - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

**(a) Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

**(b) Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

### **02690.20 Coarse Aggregate:**

**(a) Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	—	T 113	1.0
Material passing No. 200 sieve	—	T 11	1.0
Wood Particles	TM 225	—	0.05

**(b) Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

**(c) Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	—	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	—	30.0% Max.
Sediment Height	TM 208	—	3.0" Max.

**(d) PCC Paving Aggregate** - In addition to requirements above, comply with the following:

**(1) Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

**(2) Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

**(e) Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

**(1)** Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

**Table 02690-1**

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

**(2)** The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2****Separated Sizes**

**Sieve Size** 1" - No. 4   3/4" - No. 4   3/4" - 1/2"   3/4" - 3/8"   1/2" - No. 4   3/8" - No. 4

**Percent Passing (by Weight)**

1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**(f) Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3****Gradation of Coarse Aggregates**

<b>Sieve Size</b>	<b>Combined*</b>	<b>Separated</b>	<b>Separated</b>	<b>Separated</b>
	<b>Sizes</b>	<b>Sizes</b>	<b>Sizes</b>	<b>Sizes</b>
	<b>1 1/2" - No. 4</b>	<b>1 1/2" - 3/4"</b>	<b>1" - No. 4</b>	<b>3/4" - 1/2"</b>
<b>Percent Passing (by Weight)</b>				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

\* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

\*\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**Table 02690-4**  
**Gradation of Coarse Aggregates**

Sieve Size	Separated Sizes	Separated or Combined Sizes	Separated Sizes	Separated Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
Percent Passing (by Weight)				
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

#### **02690.30 Fine Aggregates:**

**(a) Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

**(b) Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

**(c) Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

**(d) Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

**(e) Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

**(f) Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.

**(g) Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting

the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

<b>Table 02690-5</b>	
<b>Gradation of Fine Aggregate*</b>	
<b>Sieve Size</b>	<b>Percent Passing (by Weight)</b>
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

\* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

\*\* See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

## **SECTION 02820 - METAL GUARDRAIL**

Comply with Section 02820 of the Standard Specifications modified as follows:

**02820.40 Guardrail Anchor Hardware** - Replace the paragraph that begins "Provide cable and fittings..." with the following paragraph:

Provide cable and fittings for guardrail anchors that conform to the requirements of AASHTO M 30, Class A, for Type II cable. Galvanize all fittings according to AASHTO M 111 (ASTM A123).

**02820.50 Acceptance of Materials** - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of metal guardrail Materials will be according to Section 00165.35.